



Date: **6 December 2023**
Our ref: **Cabinet/Agenda**
Ask For: **Charles Hungwe**
Direct Dial: **(01843) 577207**
Email: **charles.hungwe@officer.thanet.gov.uk**

CABINET

14 DECEMBER 2023

A meeting of the Cabinet will be held at **7.00 pm on Thursday, 14 December 2023** in the Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Membership:

Councillor Everitt (Chair); Councillors: Whitehead, Albon, Duckworth, Keen and Yates

AGENDA

Item
No

Subject

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATIONS OF INTEREST** (Pages 3 - 4)
To receive any declarations of interest. Members are advised to consider the advice contained within the Declaration of Interest advice attached to this Agenda. If a Member declares an interest, they should complete the [Declaration of Interest Form](#)
3. **MINUTES OF PREVIOUS MEETING** (Pages 5 - 12)
To approve the summary of recommendations and decisions of the Cabinet meeting held on 16 November 2023, copy attached.
4. **COMBINED SURVEILLANCE/CCTV/IMAGE RECORDING TECHNOLOGIES POLICY**
(Pages 13 - 42)
5. **PURCHASE OF 24 HOMES AT TOTHILL STREET, MINSTER FOR AFFORDABLE RENT** (Pages 43 - 48)
6. **JACKEY BAKERS RECREATION GROUND** (Pages 49 - 80)
7. **PUBLIC TOILETS REFURBISHMENT AND RENEWAL PROJECT** (Pages 81 - 92)
8. **TLS PROCUREMENT - RESPONSIVE REPAIRS, VOIDS, COMPLIANCE AND PLANNED AND CYCLICAL WORKS CONTRACT** (Pages 93 - 148)
9. **TLS KPI Q1 & Q2 - HOUSING PERFORMANCE REPORT** (Pages 149 - 184)

This page is intentionally left blank

Do I have a Disclosable Pecuniary Interest and if so what action should I take?

Your Disclosable Pecuniary Interests (DPI) are those interests that are, or should be, listed on your Register of Interest Form.

If you are at a meeting and the subject relating to one of your DPIs is to be discussed, in so far as you are aware of the DPI, you **must** declare the existence **and** explain the nature of the DPI during the declarations of interest agenda item, at the commencement of the item under discussion, or when the interest has become apparent

Once you have declared that you have a DPI (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must**:-

1. Not speak or vote on the matter;
2. Withdraw from the meeting room during the consideration of the matter;
3. Not seek to improperly influence the decision on the matter.

Do I have a significant interest and if so what action should I take?

A significant interest is an interest (other than a DPI or an interest in an Authority Function) which:

1. Affects the financial position of yourself and/or an associated person; or
Relates to the determination of your application for any approval, consent, licence, permission or registration made by, or on your behalf of, you and/or an associated person;
2. And which, in either case, a member of the public with knowledge of the relevant facts would reasonably regard as being so significant that it is likely to prejudice your judgment of the public interest.

An associated person is defined as:

- A family member or any other person with whom you have a close association, including your spouse, civil partner, or somebody with whom you are living as a husband or wife, or as if you are civil partners; or
- Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors; or
- Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000;
- Any body of which you are in a position of general control or management and to which you are appointed or nominated by the Authority; or
- any body in respect of which you are in a position of general control or management and which:
 - exercises functions of a public nature; or
 - is directed to charitable purposes; or
 - has as its principal purpose or one of its principal purposes the influence of public opinion or policy (including any political party or trade union)

An Authority Function is defined as: -

- Housing - where you are a tenant of the Council provided that those functions do not relate particularly to your tenancy or lease; or
- Any allowance, payment or indemnity given to members of the Council;
- Any ceremonial honour given to members of the Council
- Setting the Council Tax or a precept under the Local Government Finance Act 1992



If you are at a meeting and you think that you have a significant interest then you **must** declare the existence **and** nature of the significant interest at the commencement of the matter, or when the interest has become apparent, or the declarations of interest agenda item.

Once you have declared that you have a significant interest (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must:-**

1. Not speak or vote (unless the public have speaking rights, or you are present to make representations, answer questions or to give evidence relating to the business being discussed in which case you can speak only)
2. Withdraw from the meeting during consideration of the matter or immediately after speaking.
3. Not seek to improperly influence the decision.

Gifts, Benefits and Hospitality

Councillors must declare at meetings any gift, benefit or hospitality with an estimated value (or cumulative value if a series of gifts etc.) of £25 or more. You **must**, at the commencement of the meeting or when the interest becomes apparent, disclose the existence and nature of the gift, benefit or hospitality, the identity of the donor and how the business under consideration relates to that person or body. However you can stay in the meeting unless it constitutes a significant interest, in which case it should be declared as outlined above.

What if I am unsure?

If you are in any doubt, Members are strongly advised to seek advice from the Monitoring Officer or the Committee Services Manager well in advance of the meeting.

If you need to declare an interest then please complete the declaration of [interest form](#).

CABINET

Minutes of the meeting held on 16 November 2023 at 7.00 pm in Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Present: Councillor Rick Everitt (Chair); Councillors Whitehead, Albon, Duckworth, Keen and Yates

In Attendance: Councillors: Austin, J Bayford, Davis, Kup, Pugh and Rogers

51. APOLOGIES FOR ABSENCE

There were no apologies made at the meeting.

52. DECLARATIONS OF INTEREST

There were no declarations of interest.

53. MINUTES OF PREVIOUS MEETING

Councillor Everitt proposed, Councillor Yates seconded and Members agreed the minutes as a correct record of the meeting held on 19 October 2023.

54. BUDGET MONITORING REPORT NO.2, 2023/24

Cabinet considered the budget monitoring report for the second quarter of 2023/24. The key financial messages in the report were that the General Fund net revenue spending was forecast to be approximately £1.2m over budget, which was largely due to an anticipated overspend on temporary accommodation for homelessness and a shortfall against some of the income streams.

Cabinet noted that overspend was not unusual at this time of year and this did not raise any serious concerns about the finances as a whole. Members further noted the following that:

- All budgets would continue to be regularly monitored to ensure that the council's expenditure remained, wherever possible, within the agreed budget limits;
- The Housing Revenue Account was forecasting a £1.4m surplus against the budget, which was mainly due to better returns on the HRA investment balances and reduced debt charges;
- Section 6.5 and 6.6 of the report set out some recommended changes to the capital programme, including increasing the budget for disabled adaptations in residents' homes following the receipt of additional external funding.

Councillor Yates proposed, Councillor Whitehead seconded and Cabinet agreed the following:

1. To note:

- i) The General Fund revenue budget 2023/24 forecast position.
- ii) The General Fund Capital Programme 2023/24 forecast position.
- iii) The Housing Revenue Account position.

2. To recommend to Council for approval the supplementary budgets for:

- i) The £5k requirement for the VAT inspection preparation is funded from the VAT reserve as set out in section 3.2;
3. To approve the capital programme budget adjustment, numbered (i), as set out in section 6.5 and Annex 1 to this report;
- 4) To recommend to Council for approval the supplementary capital budget, numbered (i) to (ii), as set out in section 6.6 and Annex 1 to the Cabinet report.

55. MID YEAR REVIEW 2023/24: TREASURY MANAGEMENT AND ANNUAL INVESTMENT STRATEGY

Members considered the mid-year treasury management report and the related annual investment strategy. Following on from the review of the budget position this report gave a mid-year update on how the Council had managed its cash balances, investments and borrowings over the same period.

The regulatory environment placed responsibility on Members for the review and scrutiny of treasury management policy and activities. This report was therefore important in that respect, as it provided details of the 2023/24 mid-year position for treasury activities.

The key items to consider were:

- That the Council had to maintained its internal borrowing strategy, where cash holdings were used to finance the capital spending plans rather than taking on external borrowing, for example, the need to borrow to finance the capital expenditure was estimated to be £78.3m at 31 March 2024;
- However, the actual gross debt at 30 September 2023 was £19.7m;
- Despite utilising a proportion of the cash balances for capital expenditure needs, at 30 September 2023 the Council's investment balance was still high at £55.4m.

There were two changes to the Treasury Management Strategy that were recommended for Cabinet's approval, which were set out at section 3 of the report. It was proposed that both the Operational Boundary and Authorised Limit for borrowing be increased by £20m, to reflect the increase in the 2023/24 HRA capital programme for the acquisition and development of new affordable housing units.

Councillor Yates proposed, Councillor Duckworth seconded and Cabinet agreed the following:

1. To note, and make comments on as appropriate, this report and annexes;
2. To recommend the report and annexes (including the prudential and treasury indicators that are shown and the proposed changes to the 2023/24 Treasury Management Strategy Statement) to Council for approval.

56. EXTERNAL AUDITOR'S ANNUAL AUDIT REPORT ON VALUE FOR MONEY

Cabinet considered the external audit report and noted that each year the Council's external auditor (Grant Thornton, LLP) was required to report their audit findings from the audit of the accounts to the Governance & Audit Committee. These findings would be reported by Grant Thornton at the committee meeting on the 29th November.

This year, due to the fact that this report covered three years rather than one, a decision was made that this external audit report be brought to the attention of Cabinet for noting. The report on value for money covered the three years from 2020/21 to 2022/23. It

therefore covered a period in the Council's history of significant upheaval and revisions to its senior leadership and governance arrangements.

The report concluded that the first two of those three years were a period in which the necessary steps were being taken to identify and address the problems. The last of those years, 2022/23, was a period in which significant progress had been made to resolve the problems. Cabinet acknowledged the establishment of working groups to address identified governance issues. The details of this process and the progress made were set out in the report for this meeting. Cabinet was asked to endorse the management action that was presented to the meeting through the Cabinet report.

The following Members spoke under Council Procedure Rule 20.1:

Councillor Davis;
Councillor Will Scobie;
Councillor Austin.

Councillor Yates proposed, Councillor Albon seconded and Cabinet agreed the following, that:

1. The External Auditors Annual Report covering Value for Money for the years 20/21 through to 22/23 be noted as set out in Annex 1;
2. The External Auditors Annual Report covering Value for Money for the years 20/21 through to 22/23 be recommended onto the Governance and Audit Committee for approval.

57. NDR DISCRETIONARY RELIEF POLICY

Cabinet considered the revised Business Rates discretionary relief policy and decision-making process for approval. Local businesses were currently able to apply for discretionary relief to alleviate the burden of business rates in certain circumstances. The proposals in this report were streamlining and amalgamating the existing policies in this area and creating two 'volumes' for the overall Discretionary Relief Policy. Volume 1 contained the discretionary reliefs that local authorities are effectively obliged to award to businesses, and Volume 2 covered what could be considered to be 'true discretionary' relief.

This policy update would make the overall policy clearer, more transparent to applicants and easier to update when the government either removed a relief or announced a new relief scheme.

Councillor Yates proposed, Councillor Keen seconded and Cabinet agreed to:

1. Approve a revised business rates discretionary relief policy, in two volumes;
 - a. Volume 1 containing the discretionary reliefs that local authorities are effectively obliged to award businesses and
 - b. Volume 2 covering true 'discretionary' relief;
2. Approve a process to facilitate the automatic award of discretionary relief to certain business types under Volume 2; and
3. Approve a revised process for making decisions on relief applications in non-automatic award cases, on a case-by-case basis, via a scoring matrix procedure.

58. EXTENSION TO THE ALCOHOL PUBLIC SPACE PROTECTION ORDER

Members discussed proposals for the extension for nine months to the Public Spaces Protection Order (PSPO) which regulated alcohol consumption in the district. The PSPO had been in place since 2017 and was renewed in 2020. The PSPO was introduced to tackle anti-social behaviour and public disorder related to alcohol consumption in public places and had been requested by Kent Police. This Order regulated street drinking, public intoxication and disturbances caused by alcohol-related activities. The PSPO had been successful in reducing these issues and improving the safety and well-being of the community.

Since the COVID-19 pandemic lockdowns, there had been an increase in the number of people gathering in public places. This led to more incidents of anti-social behaviour and public disorder related to alcohol consumption over the last 3 years. Since January 2023 the Police had issued 23 Fixed Penalty Notices under the Alcohol PSPO. The PSPO also allowed alcohol to be confiscated and disposed of without the need for a Fixed Penalty Notice to be issued.

In addition to enforcement through the PSPO, education and communication were also key to reducing such alcohol consumption related anti-social behaviour incidents and their recurrence. The recommended short term extension of nine months to this PSPO would synchronise the expiry of the Order with that of the existing Anti-Social Behaviour PSPO. It was likely that a new combined Anti-Social Behaviour and Alcohol PSPO would be drafted and applied for prior to 31 July 2024.

Officers in the Community Safety Team would continue to monitor the effectiveness of the Order and assess the potential for any necessary adjustments to ensure that it remained an effective tool in regulating alcohol consumption in public places. The team would also continue to work closely with the Police and other partners to ensure consistent enforcement of the Order. The Council was committed to creating a safer and healthier community for residents and visitors. Extending the PSPO would support this goal and combat anti-social behaviour and public disorder in the district's public spaces for the benefit of communities.

Councillor Austin spoke under Council Procedure Rule 20.1.

Councillor Keen proposed, Councillor Albon seconded and Cabinet agreed to the following:

1. That the current PSPO is extended for a further 9 months, to 30th July 2024 to bring in alignment with the current Anti-Social Behaviour PSPO, at which point a combined PSPO will be drafted and applied for;
2. To delegate any minor amendment of the PSPO to the Chief Executive.

59. PURCHASE OF 5 HOMES AT READING STREET, BROADSTAIRS FOR AFFORDABLE RENT

Cabinet was asked to consider the purchase of 5 new affordable homes, using the additional capital budget, approved by council at its meeting on 12th October 2023 and the letting of these homes in accordance with the council's Allocations Policy, at an affordable rent as set out in the council's Tenancy Strategy.

In July this year Council approved an accelerated affordable rented housing development programme of at least 400 new homes, constructed or acquired, by 2027. As a potential addition to this programme, officers had been contacted by Millwood Homes, who were required to deliver five new affordable homes, as part of their development at Reading Street, Broadstairs. This requirement was set out in the Section 106 obligations for the development. However, Millwood Homes were unable to secure an affordable housing provider to deliver these homes.

As the homes had been designated as affordable homes in the planning consent and Section 106 agreement, they had been designed specifically for that purpose and accordingly were considered appropriate for the HRA, in line with the needs of households on the Council's register or those living in temporary accommodation. Currently there was a significant level of need for one bedroom homes, as well as for larger family homes. It is proposed that the new homes were let in accordance with the Council's Allocations Policy.

The purchase of these homes was part of the Council's accelerated housing delivery strategy; ensuring that Section 106 homes were delivered and that the affordable housing that the Council was entitled to as part of developments coming to the district came to fruition. As this was a revenue strategy, it had already been established that the HRA would benefit from these acquisitions in Year 13. The capital cost for these properties was £800,000, with £50,000 provided for associated costs and this provided one by 1 bed flat, one x 2 bed flat and three x 3 bed houses.

Very importantly this proposal provided social housing in an area of Thanet that was often inaccessible for renters because property and rental costs in Broadstairs were significantly high and acquiring genuinely affordable housing within Broadstairs was often challenging. Ensuring that all of the district was accessible to residents was incredibly important. In addition, local individuals and families should be able to remain where their local connections were. Acquisitions such as this supported that aim.

Members thanked the Housing team for the work relating to this proposal. In an ever increasing property market, being able to deliver genuinely affordable properties that would otherwise have been lost was essential and being able to deliver them in an area that was often harder to access for those on lower incomes was incredibly important.

Councillor Whitehead proposed, Councillor Keen seconded and Cabinet agreed to:

1. The purchase of 5 new affordable homes, using the additional capital budget, approved by council at its meeting on 12th October 2023;
2. The letting of these homes in accordance with the council's Allocations Policy, at an affordable rent as set out in the council's Tenancy Strategy.

60. LOCAL AUTHORITY HOUSING FUND ROUND 2

Members considered the report that was requesting Cabinet to approve the use of £694,000 of grant funding and £788,860 of HRA match funding from the already approved HRA capital programme, to purchase 5 units for the Local Authority Housing Fund (LAHF) R2. Members were reminded that this was a grant that had been considered before. In the first tranche Council applied for and were granted £1.19 million to provide homes for those who arrived in the country via the following approaches:

- The Afghan Citizen Resettlement Scheme (including eligible British Nationals under this scheme) (ACRS);
- Afghan Relocations and Assistance Policy (ARAP);
- Ukraine Family Scheme (UFS);
- Homes for Ukraine (HFU)
- Ukraine Extension Scheme (UES).

In March this year, it was announced that the Local Authority Housing Fund would be expanded by £250m for a second round of funding. Thanet had been identified as eligible for capital grant funding with an indicative allocation of £694,000 in funding. This was to purchase four homes for the resettlement element and one home for the temporary accommodation element.

Like LAHF Round One, this was a match-funded grant; in order to use this round, it was necessary to match fund the acquisitions with £788,860 of borrowing within the HRA capital programme. The properties had been identified and must be purchased by 31st March 2024. For every housing acquisition a business plan modelling was completed. The modelling for this grant scheme showed that the scheme generated a surplus from year 1 due to the grant subsidy, which allowed these homes to immediately support further investment in the Affordable Homes Programme. It was proposed that Council let these homes at a genuinely affordable rent, in line with its approved Tenancy Strategy.

Discussions had taken place with a local developer currently developing the Westwood Cross site to purchase five by 3 bed units. The units would be an 'off the shelf' purchase with no refurbishments or adaptations needed. They were nearing completion and would be ready soon. The developer had accepted a provisional offer, subject to approval of £1.4m. This amount was equivalent to 80% of Market Value.

As with the previous tranche of funding, the timescales around this funding were extraordinarily tight and in order to deliver the homes required in the period given, direct purchase was the only realistic way forward. This aspect of funding limited the Council's creativity in providing social housing to the district. However, with these proposals, the Council would be able to support those individuals who need support at an incredibly difficult time, for the allotted time that they were allowed to remain in the country by government. These proposals would also not only grow the Council's general portfolio but also support the growth of housing in the district.

These homes were significant not just in supporting those who have experienced war and displacement, but also in supporting other vulnerable local residents. Due to the scale of this grant and its provision of 46% of the overall cost, the rental of these properties would produce a surplus from year one. This was especially significant for Cabinet's housing strategy, as it provided a revenue stream to not only offset borrowing to produce the 400 plus properties being developed for general usage, but also to support further housing acquisition and development across the district.

It was exceedingly rare that both moral and financial benefits align in a manner as reflected in these proposals and this was one of those rare cases. Life often calls on society to do the right thing for others. This moral imperative ran through every decision that the Council made and was especially pertinent in this instance.

Councillor Bayford spoke under Council Procedure Rule 20.1.

Councillor Whitehead proposed, Councillor Yates seconded and Cabinet approved the purchase of the 5 homes in line with the grant guidelines of LAHF R2.

61. ADOPTION OF THE BROADSTAIRS & ST PETERS NEIGHBOURHOOD PLAN REVIEW

Cabinet considered the report on the adoption of the Broadstairs and St Peters neighbourhood plan review. Under the Localism Act 2011, Neighbourhood plans could be prepared by local communities and were led by Town or Parish Councils, or a Neighbourhood Forum in areas which do not have a Town or Parish Council. If Thanet Council adopts a neighbourhood plan it would have the same significance as other Development Plan Documents (e.g. the Local Plan) for the district.

Broadstairs & St Peters Town Council reviewed its neighbourhood plan. The neighbourhood plan review had been examined by an Independent Examiner and progressed to referendum, as agreed by Cabinet on 10 August 2023. The referendum took place on 26 October 2023. The result was that 2268 people voted for the neighbourhood plan and 279 voted against it. As more than half of those who voted,

voted in favour of the neighbourhood plan, the plan now comes into force as part of the Development Plan and the Council must formally adopt the plan within eight weeks of the date of the referendum. This review of the Neighbourhood Plan superseded the Broadstairs & St Peters Neighbourhood Plan adopted in 2021.

Councillor Everitt proposed, Councillor Keen seconded and Cabinet recommended to Full Council that Thanet District Council make the Broadstairs & St Peters Neighbourhood Plan Review.

62. ADOPTION OF THE BIRCHINGTON NEIGHBOURHOOD PLAN

Cabinet discussed the adoption of the Birchington Neighbourhood Plan. Under the Localism Act 2011, Neighbourhood plans can be prepared by local communities and are led by Town or Parish Councils, or a Neighbourhood Forum in areas which do not have a Town or Parish Council. If Thanet Council adopts a neighbourhood plan it would have the same significance as other Development Plan Documents (e.g. the Local Plan) for the district.

Birchington Parish Council prepared a neighbourhood plan and the plan had been examined by an Independent Examiner and progressed to referendum, as agreed by Cabinet on 10 August 2023. The referendum took place on 26 October 2023. The result was that 2084 people voted for the neighbourhood plan and 174 voted against it. As more than half of those who voted, voted in favour of the neighbourhood plan, the plan now comes into force as part of the Development Plan, and the Council must formally adopt the plan within eight weeks of the date of the referendum.

Councillor Pugh spoke under Council Procedure Rule 20.1.

Councillor Everitt proposed, Councillor Albon seconded and Cabinet recommended to Full Council that Thanet District Council make the Birchington Neighbourhood Plan.

Meeting concluded: 7.49 pm

This page is intentionally left blank

Combined Surveillance/CCTV/Image recording technologies Policy

Cabinet	14 December 2023
Report Author	Eden Geddes, Enforcement & Multi-agency Task Force Manager
Portfolio Holder	Cllr Keen, Cabinet Member for Neighbourhoods
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	Significant effect on communities
Previously considered by:	Overview and Scrutiny Panel on 21 November 2023
Ward:	All

Executive Summary:

The purpose of this report is to recommend that Cabinet agrees to the adoption of the Combined Surveillance/CCTV/Image recording technologies Policy which is intended to combine and regulate the council's operation of digital image recording systems across all areas of the council.

Recommendation(s):

Cabinet is being asked to agree:

1. The adoption of Combined Surveillance/CCTV/Image recording technologies Policy.
2. To delegate any operational revisions of the policy to the Head of Neighbourhoods.

Corporate Implications

Financial and Value for Money:

The implementation of the policy will not have an additional financial impact as budgets are already in place across the relevant areas of the council

Legal:

The use of council-owned CCTV systems in the UK is governed by several different laws and regulations. These include:

- Data Protection Act 2018: This law sets out rules for how personal data (such as images of people captured on CCTV) can be collected, processed, and stored. Councils must comply with the principles of the Act when using their CCTV systems.
- Human Rights Act 1998: This law guarantees the right to privacy and the protection of personal data. Councils must balance the need for CCTV surveillance with the privacy rights of individuals.

Agenda Item 4

- Regulation of Investigatory Powers Act 2000: This law regulates the use of surveillance by public authorities, including councils. CCTV systems must be used for a legitimate purpose, such as preventing crime or protecting public safety.
- CCTV Code of Practice: This code, issued by the CCTV commissioner, provides detailed guidance on the use of CCTV systems. Councils must comply with the code's requirements, which cover issues such as signage, image quality, and access to footage.
- Overall, councils must ensure that their CCTV systems are used in a lawful, transparent, and proportionate manner. They must also inform the public about the use of CCTV in their area and provide a way for individuals to access their personal data if it is captured on CCTV.

Risk Management:

CCTV (closed-circuit television) risk management refers to the processes and strategies implemented to identify, assess, and mitigate risks associated with CCTV systems. It involves evaluating potential threats, vulnerabilities, and consequences, and developing measures to minimise or eliminate them.

The purpose of the policy is to mitigate risk by consolidating CCTV operations, data retention, release and disposal of gathered data.

Corporate

The recommendations support The Council's Core Business Objectives in areas of

- Priority one: To keep our district safe and clean
- Priority three: To protect our environment
- Priority four: To create a thriving place
- Priority five: To work efficiently for you

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To foster good relations between people who share a protected characteristic and people who do not share it.
- An equality impact assessment has been completed with no risks arising.

- The policy is grounded by relevant equality duties and therefore does not discriminate against those with protected characteristics.

This will be kept under review.

Corporate Priorities

This report relates to the following corporate priorities: -

- Priority one: To keep our district safe and clean
- Priority three: To protect our environment
- Priority four: To create a thriving place
- Priority five: To work efficiently for you

1.0 Introduction and Background

1.1 The purpose of this report relates to the construction of a single policy covering the council's use of image recording systems (CCTV) and to provide clear guidance to departments utilising "systems" relating to any form of data captured at a minimum of 24 frames per second which is the minimum speed needed to capture video while still maintaining realistic motion.

The policy is broken down into 4 parts

- Public Space Surveillance Systems (PSS)
- Static CCTV Systems SCS
- In Cab/Car technology systems (CTS)
- Body worn recording systems (BWV)

Currently there are a number of separate policies relating to the different types of recording systems in place. Regulations governing the use of CCTV are robust when applied to public bodies therefore the adoption of a single overarching policy

2.0 The current situation

Current policies require updating and whilst valid may not reflect the changes within legislation and government guidance in what is a fast paced technological environment.

2.2 The development of a Combined Surveillance/CCTV/Image recording technologies Policy provides clear guidance to any department currently using these types of technologies around use, management (system and data) and provides a series of minimum standards that will apply across the council.

3.0 Options

- 3.1 To approve the adoption of the policy.
- 3.2 To approve the delegation of future operational revisions of the policy to the Head of Neighbourhoods.
- 3.3 To amend the recommendations and then approve them.
- 3.4 To reject the proposed policy and recommendations.

Contact Officer: Eden Geddes (Enforcement & Multi Agency Task Force Manager)

Reporting to: Penny Button (Head of Neighbourhoods)

Annex List

Annex 1 - [DRAFT November 2023 Combined CCTV/ Image recording technologies Policy](#)

Annex 2 - [Equality Impact Assessment Combined CCTV policy](#)

Background Papers

[SCC_Councillors_Guide_-_February_2016.pdf](#)

Corporate Consultation

Finance: [Greg Dungan \(Finance Manager\)](#)

Legal: [Sameera Khan \(Interim Head of Legal & Monitoring Officer\)](#)



Thanet District Council

Combined Surveillance/CCTV/Image recording technologies Policy November 2023

Draft V1

Authorised Version Control

Date	Version	Comments	Authorised by

Table of Contents

- [1. Introduction](#)
- [2. Corporate context](#)
- [3. Legal Principles](#)
- [4. Part 1 Public Space Surveillance Systems \(PSS\)](#)
- [5. Part 2 Static CCTV Systems SCS](#)
- [6. Part 3 In Cab/Car technology systems \(CTS\)](#)
- [7. Part 4 Body worn recording systems \(BWS\)](#)
- [8. All systems Image retention policy](#)

Appendices

- 1 Data Privacy Impact Assessment SCS
- 2 Data Privacy Impact Assessment STS
- 3 Request for CCTV material Form

1. Introduction

The purpose of this policy is to combine and regulate the council's operation of digital image recording systems. For the purpose of this policy "systems" relate to any form of data captured at a minimum of 24 frames per second which is the minimum speed needed to capture video while still maintaining realistic motion.

The policy is broken down into 4 key parts

- Public Space Surveillance Systems (PSS)
- Static CCTV Systems SCS
- In Cab/Car technology systems (CTS)
- Body worn recording systems (BWV)

The combined Surveillance/CCTV/Image recording technologies Policy also introduces agreed minimum standards for all systems.

https://docs.google.com/document/d/13gvoCR9MyTBafY5_Ab3htpU-0g5UeNQ4BvA5mdPfb04/edit?usp=sharing

This policy also incorporates additional policy guidance around the capture and use of single image data.

2. Corporate Context

Thanet as a council embraces new and proven technology. Thanet has a unique geography and therefore the Council's technological requirements are unique, requiring bespoke solutions and workarounds.

Agenda Item 4

Annex 1

The use of image capture technologies are subject to differing levels of legislative governance, government guidance and codes of practice. More detail of relevant requirements are covered in each of the 4 key parts contained within the combined policy. All systems in operation within the district MUST abide by the guiding principles as contained in the Biometrics and Surveillance Camera Commissioner code of practice 12 guiding principles for the operation of surveillance camera systems and the Thanet Surveillance/CCTV/Image recording technologies minimum standards.

All systems must:

1. Have a defined purpose and legitimate aim
2. Not knowingly impinge on an individual's privacy or human rights
3. Be operated transparently so people know they are being monitored
4. Be operated with good governance
5. Have clear policies, rules and procedures in place
6. Store no more images/data than strictly required
7. Have safeguards in place in relation to who can view images/data
8. Meet relevant and approved standards
9. Ensure images/data are stored securely
10. Review systems regularly (at least annually)
11. Be effective in supporting law enforcement
12. Databases used for matching purposes should be accurate and up to date

3. Legal principles

There are a number of legal obligations and principles connected with local authority use of image recording technologies, these are also underpinned by policy, guidance and best practice. The following relate to the use of all image recording technologies:

- General Data Protection Regulation (GDPR)
- The Data Protection Act 2018 (DPA)
- The Human Rights Act 1998 (HRA)
- The Freedom of Information Act 2000 (FOIA)
- The Regulation of Investigatory Powers Act 2000 (RIPA)
- The Protection of Freedoms Act 2012

All systems and operations MUST comply with relevant legislation, policies, procedures, guidelines and Codes of Practice. This is to ensure that the operation of the systems are at the highest possible standards.

In addition to associated policy, procedure and code of practice, the operation of PSS is subject to legislation under:

- Police and Criminal Evidence Act 1984 (PACE)
- Crime and Disorder Act 1998 (CDA)

Body Worn Video are also subject to:

- Information Commissioner's Office (ICO) CCTV Code of Practice
- Home office guidance Safeguarding body worn video data
- Surveillance Camera code of Practice
- TDC Body Worn camera process/procedure manual

Agenda Item 4

Annex 1

The PSS and SCS are registered with the Information Commissioner under GDPR. Evidence of annual certification is available on the website of the Information Commissioner. Thanet District Council recognises our systems could potentially impact on a member of the public's right to respect for private and family life afforded by Article 8 of the European convention on Human Rights and the Human Rights Act 1998.

Whilst locations are routinely monitored, individuals will only be monitored if there is reasonable cause to monitor is in line with the objectives of the system.

Any monitoring activities that are not aligned with system objectives will only be permitted when authorised and may require the use of a RIPA authorisation.

Link to councils RIPA Policy 2022 [☰ Thanet District Council Draft RIPA Policy 2022](#)

Safety Camera Technology CTS are used with Thanet District Council operational vehicles for the purposes of:

- a) the safety, health and protection of staff;
- b) the safety and protection of the public;
- c) for the investigation of accidents, incidents and near misses;
- d) to improve efficiency and customer service and management;
- e) monitor working procedures.

With the use of CTS the 'processing is necessary for the performance of a task carried out in the public interest' - being the lawful basis on which we collect and use your personal information.

The legal basis is underpinned by acts of legislation and Codes of Practice that dictate what actions can and should be taken by local authorities, including but not limited to:

- Section 68 of the Serious Crime Act 2007 that allows us to share information;
- Code 33 Protection of Freedoms Act 2012;
- Section 30(1)(a) Surveillance Camera Commissioners code of practice.

4. Part 1 Public Space Surveillance Systems

Introduction

Thanet District Council uses a comprehensive public space surveillance system (PSS) usually referred to as Closed Circuit Television (CCTV).

This policy covers technology systems that are associated with, or otherwise connected with, public space surveillance cameras. Modern and ever-advancing surveillance camera technology provides increasing potential for the gathering and use of images and associated information. These advances vastly increase the ability and capacity to capture, store, share and analyse images, information and data. Advancements in sensor technology and artificial intelligence are developing at an ever-increasing pace, as is the ability to integrate these technologies with surveillance cameras. The overarching purpose of this policy is to guide installation and use in a way that the public would rightly expect and to a standard that maintains public trust and confidence.

Agenda Item 4

Annex 1

This policy should be read in conjunction with the CCTV systems Code of Practice and Operational Manual [May 2022 TDC CCTV-Code-of-Practice-Version-8](#). Failure to comply with these documents could lead to disciplinary action, which may lead to dismissal and in certain circumstances criminal proceedings against the individuals concerned.

Objectives and purpose of Public Space Surveillance Systems (PSS)

It is important that everyone and especially those charged with operating the CCTV systems on behalf of the Council understand exactly why each of the systems has been introduced and what the systems will and will not be used for.

The system provides cameras at key locations throughout the district. Some images are transmitted via a leased fibre optic network, some are IP cameras which transmit their images via radio to fixed fibre nodes for onward transmission to the operational control centre and some are mobile systems incorporating an internal hard drive transmitting via mobile networks for monitoring at the operational control centre.

The Purpose and Objectives of the PSS system are:-

- To assist in the detection and prevention of crime;
- To help provide evidential material for court proceedings;
- To deter those having criminal intent;
- To reduce the fear of crime and give confidence to the public that they are in a secure environment;
- To provide safer communities;
- To reduce acts of vandalism;
- To assist in the prevention and detection of antisocial behaviour that would deter members of the public from using the regions facilities;
- To reduce vehicle related crime and anti-social behaviour in car parks;
- To assist with traffic management;
- To provide security for assets;
- To safeguard the most vulnerable.

System Details

The CCTV system records 24 hours a day, 365 days a year and is staffed to ensure effective operation and evidential data release. There is a direct radio link to the communications room at the Kent Police Headquarters. This allows access to Police Officers on the ground (through Control), and is sited on the main control desk in the CCTV control centre. The CCTV service will comply with the Airwave Service Code of Practice. The CCTV control centre also has a direct radio link with the ThanetSafe Shop Watch and Pub Watch. This is a partnership between retailers/ police and council.

The CCTV cameras located in Thanet are linked to the control centre via a fibre optic network or other transmission infrastructure and can only be controlled, and recorded by authorised personnel in that control centre. A limited number of camera feeds are available to Margate Police Station for operational purposes.

Responsible Officers

Are responsible for:

The day-to-day operation of the PSS system and the security and accountability of all equipment and media and data used by the system. This includes any system owned or controlled or managed by a service level agreement or memorandum of understanding.

Agenda Item 4

Annex 1

Assurance that any person using the PSS system is trained in the use of the equipment and comply with the Code of Practice and policies and procedures. They are not to permit any other staff to operate the equipment or view images without authorisation.

Acting as the first point of contact for enquiries, complaints and requests for evidence and as the liaison officer for all external and internal contacts.

The Responsible Officer may delegate aspects of this role, as appropriate, but will remain accountable. The Responsible Officer nor their staff will not instigate a RIPA request on their own behalf.

The SPOC will be responsible for ensuring all users are kept up to date on legislation and changes in procedures and will review TDC's Policy and Codes of Practice documents annually, and maintain a central database of all documents relating to the Council's PSS system .

PSS camera deployment

The level of coverage in each of the areas with the Pan, Tilt and Zoom (PTZ) cameras is generally monitor and detection. With active patrols of vulnerable areas recognition or identification can be achieved.

Total privacy within the surveillance area cannot be guaranteed however the cameras will not be used to unduly monitor persons going about their lawful business. Persons will only be specifically monitored if there is suspicion or knowledge that an offence has or may be about to occur or for the purposes of safeguarding.

Cameras have been sited to provide surveillance of the town centres, foreshores, main beaches and in some cases, the surrounding areas of Thanet. The PSS system as contained within this policy relates to use and deployment of PTZ installations. This system is controlled in accordance with the Operational Procedures Manual and all operators utilise systems in line with the system purpose.

All new installations and upgrade of existing cameras will be commissioned in line with a privacy impact statement to ensure that the cameras deliver the correct field of view and are of adequate quality for their particular requirement as contained within the system purpose.

In certain geographic areas such as town centres, residential spaces such as gardens or building frontages may be visible to operators. Whilst not a standard procedure to "blank" these spaces, any resident may request access to view coverage of their own residence or request blanking be digitally instated over their own spaces via the CCTV page on the TDC website. This provides additional transparency and public reassurance.

The deployment of hidden or covert PSS cameras will not be undertaken for any reason without consultation with relevant directors and the councils CCTV team and all cameras should normally be clearly visible and clearly signed at a distance which allows for individual choice of entering a location covered by PSS systems.

Will be auditable to provide assurance that systems are operating only at locations where they can be utilised in line with the system purpose. The location and use of each camera will be reviewed annually and any camera found not to have been used effectively within the requirements of the system purpose for a 12 month period will be removed/decommissioned/relocated.

The use of dummy cameras will not be utilised for any purpose as part of the PSS system.

Camera/location decommission

Under the Biometrics and Surveillance Camera Commissioner's CCTV code of practice, prior to the installation of new CCTV the necessity and proportionality needs to be reviewed and an impact assessment completed. It is further required that the necessity, proportionality and effectiveness of the PSS system will be audited to assess whether the location of cameras remains justified in meeting the stated purpose and whether there is a case for removal or relocation. The authority for removal/relocation of CCTV cameras is held by the appropriate head of service. This review shall be undertaken every 2 years.

Evidential reviews and data release

Data via Images (digital video or still images) will not be retained for longer than is necessary. Data from the PSS system is stored in digital format on hard drives for a period of 31 days. After this time the images are erased. Data downloaded or processed for evidential purposes will be retained for a maximum of 90 days prior to destruction.

Only authorised personnel in the CCTV team or those delegated are authorised to access or disclose the data stored on the hard drives.

All data will be handled in accordance with this policy, CCTV Code Of Practice (COP) and the Operational Procedures Manual. All operators of the system will be fully trained in handling and processing data.

Evidential images will be provided on appropriate media which are referenced and recorded on Request For CCTV Recorded Material Form. This is to prevent the unlawful release of footage.

Data under normal circumstances will only be disclosed under the Police and Criminal Evidence Act (PACE) and the Evidence and Disclosure Act and the prosecuting authorities are required to follow the procedures set out in these Acts.

5. Part 2 Static CCTV Systems SCS

Introduction

Static camera installations provide a fixed field of view of a particular scene e.g. an area of a car park or stairwell. Cameras have been sited to provide coverage of the town centres, selected car parks, Civic offices, and in and around Local Authority housing stock. Under normal circumstances these systems are not subject to live monitoring unless directly connected to the councils monitoring suite.

Not all Static camera installations utilised by the council are under the ownership or control of the CCTV team. The ownership and responsibility of individual SCS are spread throughout a number of directorates across the council leading to the requirement of this policy to regulate SCS across the council

In the district, static cameras systems SCS are deployed in line with system objectives at a number of locations where camera coverage is deemed as required or preferable but the level of coverage is not required to the level of PSS There are a number of SCS cameras and systems covering Civic Buildings, council owned depots, public car parks and council owned high rise and low rise

residential blocks.

Objectives and purpose

It is important that everyone and especially those charged with accessing the SCS systems on behalf of the Council understand exactly why each of the systems has been introduced and system purpose

Objectives and purpose of SCS schemes are:-

- To assist in the detection and prevention of crime;
- To help provide evidential material for court proceedings;
- To provide safer communities;
- To reduce acts of vandalism;
- To assist in the prevention and detection of antisocial behaviour
- To reduce vehicle related crime and anti-social behaviour in car parks;
- To provide security for assets;
- To safeguard the most vulnerable.

System/s Details

Static camera installations provide a fixed field of view of a particular scene e.g. an area of a car park or stairwell. static camera which only activates and takes images on motion capture. Some cameras may have the facility to record sound as well as images.

Responsible Officers

Are responsible for:

The day-to-day operation of the SCS system and the security and accountability of all equipment and media and data used by the system. This includes any system owned or controlled or managed by a service level agreement or memorandum of understanding.

Assurance that any person using the PSS system is trained in the use of the equipment and comply with the Code of Practice and policies and procedures. No users are to operate the equipment or view images without authorisation.

The council's CCTV control suite will be the first point of contact for enquiries and requests for evidence .

The Responsible Officers may delegate aspects of this role, as appropriate, but will remain accountable.

RIPA based CCTV implementation will not take place without corporate approval.

The SPOC will be responsible for ensuring all users are kept up to date on legislation and changes in procedures and will review TDC's Policy and Codes of Practice documents annually, and maintain a central database of all documents relating to the Council's PSS system

camera deployment

Static camera installations provide a fixed field of view of a particular scene e.g. an area of a car park, stairwell or building access points.

Additional camera installations or changes/upgrades to camera systems will require a data privacy impact assessment for each change.

Agenda Item 4

Annex 1

These cameras will be controlled to the same standard as PSS systems and all users will be fully aware that they are only able to use the systems in order to achieve the purpose(s) for which it has been installed. In certain circumstances or upon approved request, it is a function of the equipment that parts of specific scenes may be electronically “blanked” from providing a view of an area.

Evidential reviews and data release

Data via Images (digital video or still images) will not be retained for longer than is necessary. Data from the PSS system should be stored in digital format on hard drives for a maximum period of **31 days**. After this time the images are erased. Due to the nature of some cameras on the SCS such as motion detection, some hard drives may require manual deletion. The deletion of data from recording systems contained within housing locations is the responsibility of the council's housing department and the responsible manager within housing will ensure compliance with the councils CCTV procedure manual (version 8)

Data downloaded or processed for evidential purposes will be retained for a maximum of **90 days** prior to destruction.

Only authorised named personnel outside of CCTV establishment can access or disclose the data stored on the hard drives stored out.

All data will be handled in accordance with this policy, CCTV Code Of Practice (COP) and the Operational Procedures Manual.

Evidential images will be provided on appropriate media which are referenced and recorded on Request For CCTV Recorded Material Form. This is to prevent the unlawful release of footage.

Data will only be disclosed under the Police and Criminal Evidence Act (PACE) and the Evidence and Disclosure Act and the prosecuting authorities are required to follow the procedures set out in these Acts or in line with system objectives and purpose.

6. In Cab/Car technology systems (CTS)

Introduction

The Council provides a range of services in-house Waste Collection service as contained within the Department for Environment Food & Rural Affairs: “Guidance for local authorities 2021”.

Under the Health and Safety at Work Act 1974, employers have a duty to protect the health, safety and welfare of their employees and other people who might be affected by their business. Employers must do whatever is reasonably practicable to achieve this. This means making sure that workers and others are protected from anything that may cause harm, effectively controlling any risks to injury or health that could arise in the workplace.

The cost of insurance on a significant number of fleet vehicles is prohibitively high. The implementation of CTS is a strong mitigating factor in managing these costs.

CTS technologies are inclusive of (but limited to) the following:

- Dash Cam's - Internally or externally Vehicle-mounted cameras which may transmit images to a control, monitoring and/or recording facility;

Agenda Item 4

Annex 1

- Automatic Number Plate Recognition (ANPR) - Cameras, which capture and interpret the vehicle registration number of vehicles;
- CTS technologies that also include audio;
- Vehicle telematics - combines GPS systems, onboard vehicle diagnostics, wireless telematics devices, and black box technologies to record and transmit vehicle data, such as speed, location, maintenance requirements and servicing, and cross-reference this data with the vehicle's internal behaviour;
- New/ emerging CTS systems under trial/ implementation. Now or in the future.

Objectives of Purpose of systems

The council respects and supports the individual's entitlement to go about their lawful business and this is a primary consideration in the operation of the system. cameras will not be used to monitor individuals, including employees, in the ordinary course of lawful business. Some cameras may have the facility to record sound as well as images.

CTS for privately owned vehicles are not covered in this policy but are covered in the Driving for the Council Policy [Employee Council - TDC - Driving for the Council Policy Draft 28-04-20](#)

The purpose and objectives objectives of CTS schemes are:

- To assist in the detection and prevention of crime;
- To assist the Council and its insurers to defend or progress insurance claims;
- To help reduce insurance premiums;
- To protect the corporate assets from damage or theft;
- To provide evidence to help understand the cause and seriousness of accidents, 'near misses' and dangerous occurrences;
- To investigate reported breaches of the Health and Safety Policy and established working practices;
- To support the evidence gathering process for complaints, grievances or whistleblowing
- provide evidence to support the inquiries of enforcement bodies;
- To provide a staff training resource
- To enhance customer care.

System Details

System based upon vehicle telematics. A branch of information technology which deals with the long-distance transmission of computerised information. - combines GPS systems, onboard vehicle diagnostics, wireless telematics devices, and black box technologies to record and transmit vehicle data, such as speed, location, maintenance requirements and servicing

Responsible Officers

Are responsible for:

The day-to-day operation of the CTS and the security and accountability of all equipment and media and data used by the system. This includes any system owned or controlled or managed by a service level agreement or memorandum of understanding.

Agenda Item 4

Annex 1

Assurance that any person using the CTS system is trained in the use of the equipment and comply with the Code of Practice and policies and procedures. No users are to operate the equipment or view images without the authorisation of the named manager responsible for the system.

The council's CCTV control suite will be the first point of contact for enquiries and requests for third party evidence .

The Responsible Officers may delegate aspects of this role, as appropriate, but will remain accountable. The Responsible Officers nor their staff will not instigate a RIPA request on their own behalf.

The SPOC will be responsible for ensuring all users are kept up to date on legislation and changes in procedures and will review TDC's Policy and Codes of Practice documents annually, and maintain a central database of all documents relating to the Council's PSS system

Camera deployment

Cameras are positioned to provide the best field of view. The current positions of the cameras are as follows:

- One camera fixed at the front of the vehicle;
- Two cameras, one on either side of the vehicle;
- One camera fixed at the rear of the vehicle;
- One camera fitted above the door left-hand side of cab, facing crew and driver.

The cameras are fixed in position during the installation of the system by the installation engineers and must remain in these positions and can only be relocated with approval from system managers. In the event that the cameras have become out of alignment, this must be reported as soon as possible to system managers.

Cameras attached to the CTS are positioned to record images of the immediate area surrounding the vehicle and do not show a broad view of the location, therefore cameras are not intentionally or deliberately intrusive.

Evidential reviews and data release

Data via Images (digital video or still images) will not be retained for longer than is necessary. Data from the CTS system is stored in digital format on hard drives for a period not exceeding 31 days. After this time the images are erased. Data downloaded or processed for evidential purposes will be retained for a maximum of 90 days prior to destruction unless disclosed as evidence.

Data used for training purposes (non personal) may be retained for the duration of the training programme.

Only authorised personnel are to access or disclose the data stored on the in cab/PC hard drives.

All data will be handled in accordance with this policy, CCTV Code Of Practice and the Operational Procedures Manual. All users of the system will be trained in handling and processing data.

All reviews of images will be recorded in accordance with this policy, CCTV Code Of Practice and the Operational Procedures Manual.

Agenda Item 4

Annex 1

Evidential images will be provided on appropriate media which are referenced and recorded on Request For CCTV Recorded Material Form. This is to prevent the unlawful release of footage for its intended purpose.

7 Part 4 Body Worn Video (BWV)

Introduction

This section sets out the Council's Policy to regulate the management, operation and use of Body Worn Video Camera Systems (BWV). The policy has been developed in line with best practice guidance from the ICO, CCTV Code of Practice and the Home Office Surveillance Camera Code of Practice, which includes the use of BWV.

A body camera, bodycam, body worn video, body-worn camera, or wearable camera BWV is a wearable audio, video, or photographic recording system.

Body-worn cameras are recording devices worn by council staff during the commissioning of duties. In particular the council's Civil Enforcement Officers. Devices are capable of collecting audio and video data during activities and encounters whilst out in the district.

This policy should not be viewed in isolation but in line with departmental procedures, Lone working Policy and relevant procedures/ codes of practice including the councils Body Worn Camera process/procedure manual (where applicable)

The Objectives and purpose of BWV systems are:

The Council has an obligation under the Health and Safety at Work Act 1974, to ensure the Health, Safety and Welfare of its employees. It is particularly important that it helps to protect and support its mobile workers and lone workers whilst they are carrying out their duties away from the office. The use of BWV in public spaces is considered lawful.

BWV users can make a recording both in public or private premises so long as its use is within system objective and purpose and is considered by the user proportionate, legitimate and necessary.

Officers due to the nature of their work, are sometimes open to aggressive and/or abusive encounters. Therefore the use of BWV is a useful tool for reducing the risk of and the impact of any potential negative encounter. It is important that everyone and especially those cursing BWV systems on behalf of the Council understand exactly why each of the systems has been introduced and what the cameras will and will not be used for.

The purpose of BWV systems are as follows:

- To assist in the detection and prevention of crime
- To support enforcement/ outreach activities
- To support the health, safety and welfare of users
- To Reduce the risk of incident escalation
- To promote transparency
- To reduce complaints and support complaint management.
- To provide a staff training resource

- To enhance customer care.

System Details

Recorded data from a BWV device can provide compelling evidence and support the health, safety and wellbeing of staff engaged in lone working practices.

Pre implementation of BWV systems will require a needs/risk assessment and completion of a data Protection Impact Assessment relevant to purpose and intended use

The recording of activities and interactions has the potential to contain information that while not crucial to the activity could still be considered sensitive in nature. If any of the recorded information is accessed by an unauthorised third party then this risks causing intrusion into a person's privacy.

The principle use of Body worn CCTV is for Health and Safety purposes, though not in totality. It will be used in an overt manner and emphasised by officers wearing clear identification that it is a CCTV device. Prior to commencement of any recording, where possible, officers will give a clear verbal instruction that recording is taking place.

Responsible Officers

Are responsible for:

Assuring equipment used is charged, operational and fit for purpose.

Ensuring BWV is utilised inline with the system purpose. And should not be used ad hoc or whilst performing normal patrolling activities.

Recording should be incident specific. Officers will not indiscriminately record entire duties or patrols and must only use recording to capture video & audio of specific incidents.

Any recording undertaken in private/residential locations must be reported retrospectively to the appropriate system manager.

System users need to be fully aware of the legal and policy/ codes of practice related to use of BWV.

System Managers

System managers are responsible for ensuring that the system is required and GDPR regulations and requirements are up to date.

That any person using the BWV system is trained in the use of the equipment and comply with the Code of Practice and policies and procedures and not to permit any other staff to operate the equipment or view images without the authorisation of the named system manager.

Acting as the first point of contact for requests for evidence and as the liaison officer for all external and internal contacts.

The system manager may delegate aspects of this role, as appropriate, but will remain accountable.

The Responsible Officer nor their staff will not instigate a RIPA request on their own behalf.

Agenda Item 4

Annex 1

The system manager will be responsible for ensuring all users under their scheme are kept up to date on legislation and changes in procedures and will review relevant Policy and Codes of Practice documents annually, and maintain a central record of all documents relating to the to any BWV system under their responsibility.

Evidential reviews and data release

BWV systems should be encrypted to an advanced standard to prevent unauthorised access/ downloading All data not required for evidential purposes will be deleted upon download.

All recorded footage should be capable of uploading to a dedicated and secure Computer. Data uploaded is required to be recorded and footage will not be retained for longer than is necessary. Data from the BWV system is stored in digital format on hard drives for a period of 31 days unless processed as evidence. After this time the data will be erased. Data downloaded or processed for evidential purposes will be retained for a maximum of 90 days prior to destruction unless released.

Only authorised personnel in the relevant department are authorised to access or disclose the data stored on the hard drives.

All data will be handled in accordance with this policy, the council's Body Worn Camera process/procedure manual. All users of the system will be trained in handling and processing data.

Evidential images will be provided on appropriate media which are referenced and recorded on Request For CCTV Recorded Material Form. This is to prevent the unlawful release of footage.

Data under normal circumstances will only be disclosed under the Police and Criminal Evidence Act (PACE) and the Evidence and Disclosure Act and the prosecuting authorities are required to follow the procedures set out in these Acts.

8. All Systems Image retention policy

The purpose of this policy is to combine and regulate the councils capture, use of and retention of digital images of less that 24 frames per second across image recording technologies.

The council may on occasion utilise battery operated motion activated single image capture devices (Sometime referred to a wildlife cams). Officers engaged in the use of image recording technologies will either utilise the aforementioned device or utilise other systems contained within the Combined CCTV/Image recording technologies Policy in order to process still images during the course of their work.

Data in this format may be classed as personal data. Specific regulations exist at European level concerning the right to privacy of individuals.

The capture and or use of single images from recording technologies while outside of policies related to data capture of 24 frames per second must still be utilised within the purpose.

Agenda Item 4

Annex 1

Image capture purpose:

- For the prevention and detection of crime
- To assist in target identification.
- To help provide evidential material for court proceedings.
- To assist in the prevention and detection of antisocial behaviour.
- To support the health, safety and welfare of staff and partners.
- To safeguard the most vulnerable.

Any officer engaged in the download/retrieval of single Still images must appraise themselves of this policy and associated codes of practice with particular reference to the purpose of downloading/ distributing single image data.

The use of a camera or handheld device in order to capture facial images from a monitor is prohibited.

Any officer engaged in the download/ retrieval of single images are responsible for these images. The CCTV department will hold a centralised register of these images including any appropriate incident details. Any person utilising single image capture from image recording technologies must inform the council's CCTV department.

The CCTV department shall retain data for as long as a subject is 'active' in the Thanet District Council area. However, data over two years old will be deleted under yearly audits e.g. even if a subject is active, any images over 1 year shall be deleted. If a subject only comes to our notice once and no further reports are received, they shall be deleted after 3 months. Images of unidentified offenders / persons of interest shall be deleted after 1 year.

Information regarding vulnerable / missing persons shall be held for the same time period as above. Information concerning persons under 14 or perceived to be under 14, shall not be retained unless there is a significant public interest and the agreement is obtained from the CCTV Supervisor or CCTV Manager.

Images regarding persons under 18 shall be retained only inline with this policy and deleted after a maximum of 180 days.

Balance of Interests Assessment (Under the provisions of the GDPR) Thanet CCTV balances the legitimate interests of image retention against the impact on an individual. Offenders and suspected offenders have no right to commit crime and antisocial behaviour. The need to protect members of the public and their property is a legitimate interest as far as the GDPR is concerned. As such the impact upon the individual data subject is such that this balances the interests of both parties. TDC CCTV collates information that is only used within the department and Police, that has been deemed to be a proportionate and necessary use of that data to protect the local community and their property from low-level crime and antisocial behaviour.

All documents shall be reviewed on a planned proactive basis. This shall be at least once a year. An audit shall take place of the CCTV image data files on a rolling basis to remove old files.

Data Security, appropriate measures will be taken to ensure that personal data is kept securely in accordance with our code of practice. CCTV Operators, The CCTV Supervisor & Manager must prevent unauthorised access to or alteration, disclosure, accidental loss or destruction of such personal data. This may constitute a breach of the act/bill. And may lead to further action.

A robust file destruction will take place whereby retrieval will not be possible.

Data Protection

Access to data

Data disclosure outside of normal circumstances will be related to data subject access requests or related to insurance claims. Any request that falls outside of these circumstances requires CCTV management approval.

Data Breaches

The system Manager will follow established policy in relation to any data breach.

Under the GDPR, any breach has to be reported to the ICO within 72 hours of discovery. If a breach is identified, the subject identified in the data breach, shall be informed by the Data Processor if they are not already aware.

Appendes

1. (PSS) SCS CCTV data protection impact assessment
 - 📄 April 2022 Revised Data_Protection_Impact_Assessment_EG Draft
2. (CTS) Data Protection Impact Assessment.
 - 📄 JS W&R Safety Camera Technology - Data Protection Impact Assessment
3. Request for CCTV material Form
 - 📄 BLANK Request for CCTV Recorded Material Form 2019.pdf



Thanet District Council (TDC) Equality Impact Assessment

Step one: test for relevance

1 Person responsible for this assessment

Name:	Eden Geddes		
Job title:			
Phone:	N/A		
Service area:		Date of assessment:	

2 Others involved in carrying out the analysis

Name:	
Name:	
Name:	

3. Description of strategy, policy, service, project, activity or decision

Title:	Combined Surveillance/CCTV/Image recording technologies Policy
--------	--

Is it new?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
A review of existing?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

3.1 Aims and objectives

Consider: what you are doing? why you are doing it? who will benefit?

The policy covers technology systems that are associated with, or otherwise connected with, the use of different types of CCTV. Modern and ever-advancing surveillance camera technology provides increasing potential for the gathering and use of images and associated information. These advances vastly increase the ability and capacity to capture, store, share and analyse images, information and data

3.2 What outcomes are expected? Who is expected to benefit?

Ensure the council is fulfilling its statutory responsibilities.

Safeguarding the most vulnerable people in society.

Introduce minimum standard for all departments within the authority when introducing/ using/ updating and recorded image technology.

4 Who is affected?

- 4.1 Which groups or individuals does the strategy, policy, service, project, activity or decision affect? For example, the Council, employees (including temporary workers), other public authorities, contractors, partner organisations, wider community, others.

The effect of the policy is to give clear guidelines around the use of CCTV, the purpose of having CCTV, the type of data recorded and the length of time data is held. Equalities and the rights of individuals are at the fore.

- 4.2 Does the strategy, policy, service, project, activity or decision relate to a service area with known inequalities? (Give a brief description).

CCTV systems offer several qualities that contribute to enhanced security, crime prevention, and safety in various settings. This policy is further supported by a number of internal procedures to mitigate a negative impact upon equalities.

5 Equality Act 2010

How does the strategy, policy, service, project, activity or decision actively meet the public sector equality duties to:

Eliminate unlawful discrimination (including harassment, victimisation and other prohibited conduct)

- help ensure established working practices in the delivery of equalities
- provide evidence to resolve complaints, grievances or mitigate risks
- To establish a process for the reporting of concerns appropriate to the risk presented.

Advance equality of opportunity (between people who share a protected characteristic and people who do not share it)

The policy is developed/delivered specifically around protected characteristics.

The Council believes that all individuals, regardless of age, disability, gender identity, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation, should have the greatest possible control over their lives.

They should be able to make informed decisions, or be supported to make these decisions if unable to do so themselves, without fear of harm or abuse from others.

The Council will ensure that it complies with all relevant safeguarding legislation, data protection legislation and government guidance. The policy reinforces this commitment and is a statutory requirement.

Foster good relations (between people who share a protected characteristic and people who do not share it). Could it have an adverse impact on relations between different diverse groups?

The policy is to be public facing and will provide reassurance that all related decisions and activities are designed not to have any adverse impact upon individuals or groups.

6 Priority

The following questions will help you to identify whether this 'service' is a high priority. Please answer all questions with particular reference to the protected characteristics; race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage and civil marriage/partnership and pregnancy and maternity.

Agenda Item 4

Annex 2

Please provide a comment for each answer, providing evidence for your answer, regardless whether you have answered yes or no.

Questions	Yes	No
1. Are there any particular groups who may have trouble accessing the 'service'?		X
Comments: Legislation is in place promoting the access to all local authority held data in relation to individuals and individual rights of access.		
2. Does your information suggest that some groups of people are less satisfied than others with this 'service'?		X
Comments: The policy will enhance satisfaction by giving clear guidance around the themes of Purpose, data retention/ data release.		
3. Will this service have a significant impact on any of our residents?		X
Comments: No, the full range of equality considerations have been undertaken in the development of the policy.		
4. Do you have any evidence that discrimination, harassment and/or victimisation could occur as part of this service?		X
Comments: No, the usage of local authority CCTV is governed by legislation and national codes of practice. System purposes for different types of recording technologies are to be published.		
5. Do you think the service will hinder communication and negatively impact relations between the organisation and its employees, residents, contractors or anyone else?		X
Comments: No, the usage of local authority CCTV is governed by legislation and national codes of practice. System purposes for different types of recording technologies. The purpose is to provide guidance to officers utilising technologies and to provide wider public reassurance around the robustness of systems and supporting policy/ procedure and governance.		
6. Does this service need to improve the way in which it is communicated to people who have literacy, numeracy or any other access needs?		X
Comments: The release of associated data governed by the policy is enshrined in existing legislation.		

7. Does consultation need to be carried out?	Annex 2		x
Comments: The policy is internal and based around activities within paid services. All relevant departments within the authority participated in the development of the policy.			

In order to assess the priority of your **'service'** please complete the table below by adding up how many questions you answered yes to and following the appropriate action.

Priority	Number of questions answered 'yes'	Rating	Action
High	3 or more		Continue to section 2
Medium	1 to 2		Please provide evidence to any questions you answered 'yes' to in section 1. Test for relevance complete (sometimes a full assessment may be required).
Low	0		Test for relevance complete.

If, following the completion of the test for relevance, a full assessment is not required, go straight to the declaration. If a full assessment is required, go to Step two: full equality impact assessment.

Step two: full equality impact assessment

1 Could the strategy, policy, service, project, activity or decision have a **negative, positive or neutral** effect on groups or individuals?

Consider:

What you are doing?

Why you are doing it?

How you are doing it?

Who can access the service easily and who may not be able to access the service and **why**?

The full analysis explores ways to reduce or eliminate barriers and/or negative impacts.

Protected characteristics	N e g a t i v e	P o s i t i v e	N e u t r a l	Evidence/Reasoning (Consider any barriers which will have negative impact and/or good practices giving positive impact)
<p>Age</p> <p>Consider:</p> <ul style="list-style-type: none"> • The way younger and older people access services may be different • Use of technology • Child care/care of other dependant • Timings/flexibility, such as work patterns • Transport arrangements • Venue location 				<p>Recommendations:</p>
<p>Disability (Includes: physical, learning, sensory (deaf/blind), mental health)</p> <p>Consider:</p> <ul style="list-style-type: none"> • Communication methods • Accessibility – venue, location, transport • Range of support needed to participate • Hearing Loops/Interpreters • Disability awareness training for employees 				<p>Recommendations:</p>
<p>Race (Includes; gypsy, travelling, refugee and migrant communities)</p> <p>Consider:</p>				<p>Recommendations:</p>

<ul style="list-style-type: none"> • The size of the BME communities that your service/project affects. • Language(s) spoken/understood. • Culture, such as hygiene, clothing, physical activities, mixed gender activities. • What access support can you offer? 			
<p>Religion, faith or belief</p> <p>Consider:</p> <ul style="list-style-type: none"> • The diversity within the communities that your service/project affect • Prayer times, meal times, food (some religions do not eat meat), cultural habit or belief, religious holidays such as Ramadan • Awareness training for employees 			<p>Recommendations:</p>
<p>Pregnancy and maternity</p> <p>Consider:</p> <ul style="list-style-type: none"> • Flexible hours of the service/project • Is there access to private area for breastfeeding mothers? 			<p>Recommendations:</p>
<p>Gender</p> <p>Consider:</p> <ul style="list-style-type: none"> • The impact on men and women • Child care/care of other dependant • Mixed/single gender groups/activities • Timing of services/projects 			<p>Recommendations:</p>
<p>Sexual orientation (Includes: lesbian, gay, bisexual)</p> <p>Consider:</p> <ul style="list-style-type: none"> • LGB people should feel safe to disclose their sexual orientation without fear of prejudice • Make it clear you recognised civil 			<p>Recommendations:</p>

<p>marriage and partnerships</p> <ul style="list-style-type: none"> • Awareness training for employees 				
<p>Transgender</p> <p>Consider:</p> <ul style="list-style-type: none"> • Trans people should be able to disclose their gender identity without fear of prejudice • Making it clear you have a Trans policy and process • Awareness training for employees 				<p>Recommendations:</p>
<p>Marriage and civil marriage/partnership</p> <p>Consider:</p> <ul style="list-style-type: none"> • All couples or partners, regardless of gender, should be able to access services 				<p>Recommendations:</p>

<p>Outsourced services</p>	
<p>If your policy/process is partly or wholly provided by external organisations/agencies (such as Civica or Capita), please list any arrangements you plan to ensure that they promote equality and diversity. Include this in your improvement plan</p>	
<p>Relations between different equality groups</p>	
<p>Does your assessment show that a strategy, policy or process may amount to potential adverse impact between different equality groups? If yes please explain how the improvement plan is going to tackle this issue</p>	
<p>Consultation responses</p>	
<p>Summary of replies from individuals and stakeholders consulted including any previous complaints on equality and diversity issues about the strategy, policy or process</p>	

<p>Summary of recommendations</p>		
<p>Actions</p>	<p>By Who</p>	<p>By When</p>

Declaration

I am satisfied that a Test for Relevance has been carried out on the matter named in this Analysis and conclude that a full Equality Impact Assessment **is not required**.

Yes No

If you do not think that a full Equality Impact Assessment is required – please give your reasons:

The events policy recognises the diversity of our district and all events work to ensure that everyone has the same opportunities and they are inclusive.

I confirm that a full Equality Impact Assessment has been completed.

Yes No

Signature of Head of Service:

Date:

Recommendations agreed:

Yes No

Signed:
(Director):

EIA date:

This page is intentionally left blank

Purchase of 24 Homes at Tothill Street, Minster for Affordable Rent

Cabinet	14th December 2023
Report Author	Ashley Jackson, Head of Housing and Planning
Portfolio Holder	Cllr Helen Whitehead, Deputy Leader and Cabinet Member for Housing
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	Budget
Ward:	Thanet Villages

Executive Summary:

Following approval at Council of the accelerated affordable housing development programme, this report seeks the approval to purchase 24 section 106 units and £50k for associated costs.

Recommendation(s):

Cabinet is being asked to agree to:

1. The purchase of 24 new affordable homes, using the additional capital budget, approved by council at its meeting on 12 October 2023;
2. The letting of these homes in accordance with the council's Allocations Policy, at an affordable rent as set out in the council's Tenancy Strategy.

Corporate Implications

Financial and Value for Money

The detailed financial implications are set out in the body of this report. Notably, the financial modelling undertaken has demonstrated that across the long-term the HRA business plan will benefit from the proposed acquisitions.

Legal

Section 106 of the Town and Country Planning Act 1990, as amended by Section 12 of the Planning and Compensation Act (1991) and the Community Infrastructure Levy Regulations 2010 (as amended), provides the legislative framework for planning obligations. The Council has acted in accordance with this legislation.

Risk Management

Acquisition and development activity has within it inherent risks. Officers strive to identify and manage risk at each stage of projects. The acquisition project will have a risk register that is reviewed throughout the lifecycle of the project by the Housing Strategy & Projects Team. Risks around acquisition activity are sought to be mitigated through regular review and the appointment of professional expertise to provide legal due diligence, and accredited valuation advice to ensure value for money, in terms of the cost of the project.

Corporate

This proposal supports the Council Corporate Statement 2019-2023 , Communities. Work to prevent homelessness and increase housing options including additional social housing.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act.
- To advance equality of opportunity between people who share a protected characteristic and people who do not share it
- To foster good relations between people who share a protected characteristic and people who do not share it.

An Equalities Impact Assessment has been completed in respect of this proposal. The new homes will be let in line with the council's allocations policy, which has had an Equalities Impact assessment completed.

Corporate Priorities

This report relates to the following corporate priorities: -

- Communities

1.0 Introduction and Background

1.1 Council has recently approved an accelerated affordable housing development programme of at least 400 new homes, constructed or acquired, by 2027.

- 1.2 Section 106 of the Town and Country Planning Act 1990 provides an opportunity for local planning authorities to negotiate with housing developers for the provision of affordable housing, on qualifying sites. The council's local plan policies set out a preference for these requirements to be discharged through the provision of affordable homes within the application site.
- 1.3 These agreements require developers to transfer completed homes to an affordable housing provider at a value that makes an affordable rent viable. This means that the developer effectively provides the necessary subsidy in the form of a discounted purchase price below market value. Officers have been contacted by a number of developers who have been unable to secure an affordable housing provider partner to purchase section 106 units and deliver affordable homes.
- 1.4 Failure to secure an affordable housing delivery partner can lead to developers requesting that the S106 agreement be amended to provide a commuted sum in lieu of on site homes.

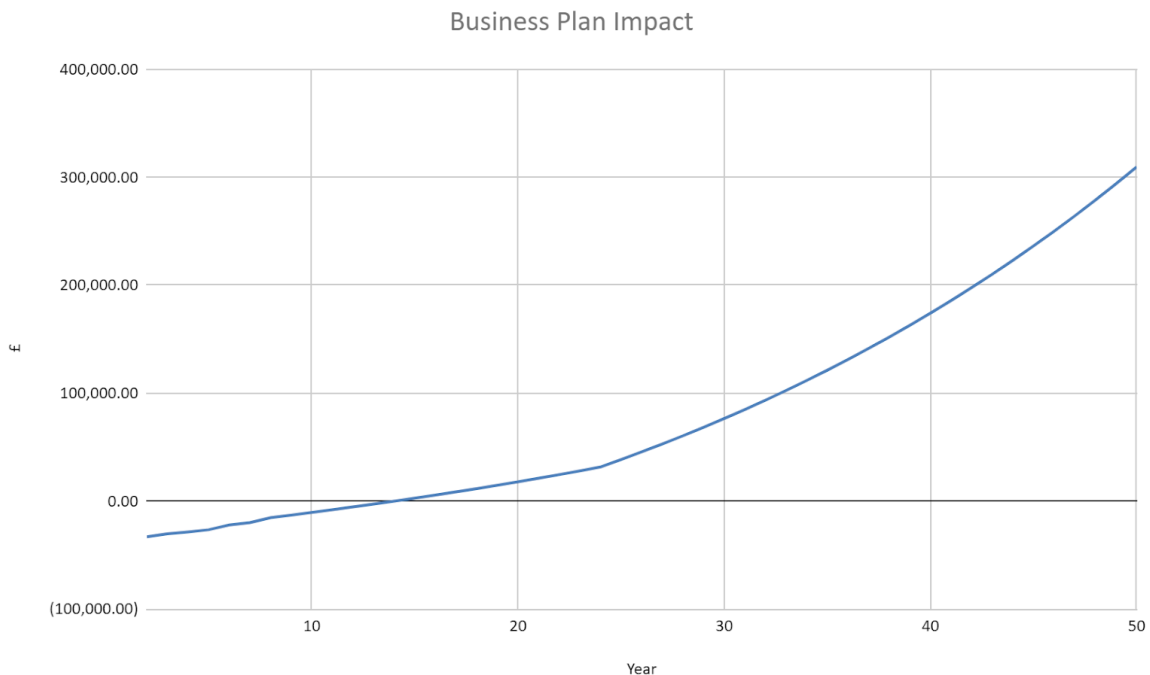
2.0 Tothill Street, Minster

- 2.1 Officers were contacted by BDW (Barretts) Homes, who are required to deliver 24 new affordable homes, as part of their development at Tothill Street, Minster. This requirement is set out in the section 106 obligations for the development. They have been unable to secure an affordable housing provider to deliver these homes.
- 2.2 The capital cost for the 24 homes is £3.2m and £50k for associated costs.
- 2.3 Officers have developed a detailed viability assessment tool to assess the viability of individual schemes, which is used to inform a go/no-go decision for individual proposals. It is essential for the viability of the overall HRA programme that only schemes that have a positive impact on the HRA Business Plan are delivered.
- 2.4 To be viable, schemes need to show an overall surplus over a 30 or 50 year timescale, depending on the duration of any borrowing. The assessment tool operates like a mini business plan and takes into account all relevant costs and income, including rent income, capital costs, professional fees and project management, the costs of borrowing and management, maintenance costs and depreciation over the lifetime of the homes. A summary of the income and costs for the proposed purchase are shown in the table below.

Year	1	2	3	4	15
Revenue Income					
Rental income	(165,260)	(165,260)	(172,370)	(176,610)	(244,470)
Revenue Costs	0	0	0	0	0
Management Contribution	3,840	4,030	4,230	4,450	5,530
Revenue Repairs	1,820	1,920	4,020	4,220	28,880
Major Repairs (Capital contrib)	33,360	35,030	36,780	38,620	48,020
Insurance	4,800	5,040	5,290	5,560	6,910
Saving before MRP and	(121,440)	(119,240)	(122,050)	(123,760)	(155,130)

interest					
Interest on debt	152,430	152,430	152,430	152,430	152,430
Net cost/(saving)	30,990	33,190	30,380	28,670	(2,700)

2.5 This shows that the proposed purchase would generate a cash flow deficit in year 1 of £30,990 with a break even point in year 15, with surpluses accumulating between year 15 and year 50. The project shows a surplus over a 30 to 50 year period, and a cash flow summary is shown in the table below:



2.6 As the homes have been designated as affordable homes in the planning consent and section 106 agreement, they have been designed specifically for that purpose and accordingly are considered appropriate for the HRA, in line with the needs of households on the council's register or those living in temporary accommodation. There is a significant level of need for 1 bedroom homes, as well as for larger family homes.

2.7 The unit sizes and the mix of dwellings are as follows. The units have an EPC rating of at least C:

- 8 x 1 bed units
- 16 x 2 bed units

2.8 A provisional offer of £3.2m has been made to the developer and subject to contract, legal due diligence, formal valuation and full approval this offer has been accepted.

2.9 It is proposed that the new homes are let in accordance with the council's adopted allocations policy. It is also proposed that they are let at an affordable rent, in line with the council's approved Tenancy Strategy. The Tenancy Strategy defines an affordable rent, as a rent that is no more than 80% of the local market rent and does not exceed

the relevant Local Housing Allowance rate. As a Registered Social Landlord the council is required to consult with Homes England and the Regulator for Social Housing about its rent policy.

3.0 Options

- 3.1 To approve the purchase of 24 S106 units, and delegate authority to officers to conclude the due diligence and complete the purchase.
- 3.2 Do not purchase the Section 106 units, which would mean that the developer would negotiate a commuted sum, losing the affordable housing units.

Contact Officer: Ashley Jackson, Head of Housing and Planning
Reporting to: Bob Porter (Director of Place)

Annex List

None

Background Papers

None

Corporate Consultation

Finance: Chris Blundell (Director of Corporate Services - Section 151)

Legal: Sameera Khan (Interim Head of Legal & Monitoring Officer)

This page is intentionally left blank

Jackey Bakers Recreation Ground

Cabinet	14 December 2023
Report Author	Tony Marmo, Head of Coastal and Public Realm
Portfolio Holder	Cllr Albon, Cabinet Member for Cleansing and Coastal Services
Status	For Decision
Classification	Unrestricted
Key Decision	Yes
Reason for Decision	To approve the next steps to be undertaken by officers in response to the petition received by Thanet District Council about Jackey Bakers Recreation Ground. In taking the next steps the expenditure will be more than £250,000.
Ward	Northwood

Executive Summary:

The report outlines the actions taken in response to a petition that was received by the Council. The petition requests that the Council improves its management of Jackey Bakers Recreation Ground.

The report also proposes the adoption of a master plan for the future development of the Jackey Bakers site. Although the master plan proposals are not currently funded and therefore are not able to proceed at this stage, the adoption of a master plan represents a first step towards securing the necessary funding for the long-term future of Jackey Bakers.

Recommendation(s):

That Cabinet:

- a) Approves the demolition of the existing pavilion on the basis of health and safety (subject to the Local Planning Authority giving prior approval).
- b) Approves the purchase of a temporary portacabin style changing facility once demolition has occurred.
- c) Approves a public engagement exercise to inform the master planning for Jackey Bakers, based on the draft master plan attached at annex 1.
- d) Delegates authority to the Chief Executive Officer to investigate the options for a future development on the site based on the master plan, to include a new car park, new pavilion (to include changing facilities) and other sporting/recreational facilities that might enhance the offer at the site. A report will be represented to the Overview and Scrutiny Panel and the Cabinet once these options have been further explored.

That Cabinet Recommends to Council that:

- e) A one-off 2023/24 supplementary General Fund Revenue budget of £370,000 be approved, for the demolition of the existing pavilion and the provision of a temporary portacabin facility, to be funded from the Risk Reserve.

Corporate Implications

Financial and Value for Money

An open tender process will be undertaken for each of the following to ensure that a competent contractor will be appointed to:

- a) Undertake the demolition of the existing pavilion. It is anticipated that based on the size of the building, which is 510 sqm, demolition might be in the region of £250,000.
- b) Provide a suitable temporary portacabin facility with changing rooms (and showers), officials change, storage and toilet facilities. It is anticipated that a 150 sqm building might be in the region of £120,000 to purchase and install.

It is proposed the funding to pay for both of these projects shall come from the Council Risk Reserve.

The proposals set out in the Master Plan are not currently funded.

Legal

This report is for consideration and in accordance with the provisions of the Constitution, the Overview and Scrutiny Panel may make recommendations to be considered by Cabinet.

In relation to the decision to demolish the existing pavilion, planning permission or prior approval will be required. The tender documents will be reviewed by the legal and procurement departments.

The proposed Master Plan should be congruent with the provisions of any local plan for this area.

Risk Management

A risk register has been developed for the project. The risk register considers financial, health and safety, procurement, legal and community risks. The risk register will be maintained as a live document and will be updated as the project progresses.

Corporate

Jackey Bakers Recreation Ground is a key location in the district for football facilities. In addition this is an important local community recreation ground, providing outdoor facilities for the mental and physical well being of residents.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment,

victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it
- To foster good relations between people who share a protected characteristic and people who do not share it.

Corporate Priorities

This report relates to the following corporate priorities:

- Communities and community engagement.

1.0 Introduction

1.1 The Council received a petition with 1941 valid signatures on 30 June 2023 relating to the Council's management of the public open space, Jackey Bakers Recreation Ground, from Mrs June Tyrell. The petition contained the following petition prayer:

“Jackey Bakers is a public open space, given to the people of Ramsgate, by Dame Janet back in 1924. Over the years, we have seen a decline in the way Jackey Bakers is managed. We want a safe place to be able to walk our dogs, somewhere the children can run around and improved facilities for the weekly football matches. Jackey Bakers is lacking bins, both normal waste and dog waste. More bins should improve the amount of littering that is left on a daily basis. The changing room has had no hot water or electricity for a couple of years, meaning the footballers have nowhere to change or clean up. The football pitches are in a very poor state, not being rolled and the grass not being cut, especially around the goals. This is causing injuries each week. Car parking is also another concern. Planning permission has previously been requested for a hard standing car park to be built at the Sainsbury's end of Jackey Bakers, yet has never happened. Highfield Road is becoming congested due to the amount of cars being parked there on a Sunday morning, and only recently caused issues for emergency services to get through. Each week the pitches are in use, funds are accumulating, but where is this money going? Some weeks, this amounts to just over £400! So let's all come together and make Jackey Bakers fit for purpose, by the people of Ramsgate, for the people of Ramsgate!”

1.2 A petition that receives over 1500 signatories would normally be subject to a debate at a meeting of the Full Council. However in this case due to the date that the petition was received, this would have meant that the Council taking no action regarding the petition until the Council meeting on the 12th October 2023, a wait time of some

months. This would have been unfair on the petitioner, so after discussing this issue with the petitioner, they agreed for the petition to be treated as a petition with 50 - 1500 signatories, so that the Council could act much sooner namely that a “senior officer of the Council, after consulting with the relevant portfolio holder, should respond to the petition, and a report on the petition noting what action has been taken should be referred to the next meeting of Cabinet or Council for their information.”

- 1.3 This approach has allowed for work to be planned and undertaken in relation to the wishes of the petitioners as set out in the petition response at Annex 1, whilst retaining transparency and accountability to the public, which is an important aspect of democratic governance.

2.0 The Current Situation

- 2.1 A formal response to the petition was sent to the petitioner and is attached at annex 2 to the report. This was reported to Council on the 12th October 2023. During the debate the Leader noted that he would consider the petition at a future Cabinet meeting. Following the debate by Members, the petition was noted.

- 2.2 Since the petition response the following actions have been completed:

- a) A sign has been placed on the gates at the entry to the site so that no parking occurs in front of the gates, as this is an access point for emergency services.
- b) A review of the bins on the site has been completed.
- c) New goal posts have been received for pitch 3 and shall be installed in the spring when the ground is suitable to install.
- d) The Open Spaces team have undertaken works to improve the goal mouths in pitches 6 & 7.
- e) A further container has been provided as a changing facility, in addition to the container for storage and portaloos provided on the site in September.
- f) A prior notification form for the demolition of the pavilion at Jackey Bakers Recreation Ground has been submitted to the Local Planning Authority and shall be considered at the Planning Committee meeting of Thanet District Council on Wednesday 13th December 2023.

3.0 Master Planning

- 3.1 The council recognises the need to invest into the improvement of the facilities provided at Jackey Bakers and enhance the recreation ground for the benefit of all of its users and local residents.

- 3.2 The council has therefore commissioned some initial master planning work, to illustrate the potential for the site to be further improved in the future, including possible locations for new parking facilities, new pavilion and the upgrading of the sports offer across the site. The draft master plan is attached at annex 1. The drawings in the master plan are examples only and the exact number of pitches that can be provided for different sports is flexible and can be adjusted to accommodate current users and emerging demand for new sports.

- 3.3 At its meeting on the 2nd March 2023, Cabinet agreed to the transfer of the strip of land, off of Highfield Road, to the East of the Jackey Bakers site, to the council's Housing Revenue Account for the delivery of affordable housing, and this scheme is included in the council's housing development programme. The detailed scheme proposals and funding arrangements will be reported to cabinet when they are available and planning consent has been secured.
- 3.4 The report stated that the land had an assessed capital value of between £900k and £1.12m, and advised that a corresponding transfer of debt between the council's general fund and Housing revenue Account would create additional general fund borrowing capacity of between £489k and £611k which could be utilised for future improvements at Jackey Bakers. The final figure will be known, once a detailed housing proposal for the Highfield Road site has been agreed.
- 3.5 In addition, the council has secured a contribution of £28,247, through a section 106 planning agreement from the nearby Eurokent/Spitfire Green housing development specifically for investment in Jackey Bakers. The council has not yet received this funding, as agreed trigger points in the Eurokent/Spitfire Green housing development have not yet been passed, however the development is progressing and it is expected that this funding will be available during 2024.
- 3.6 It is clear that the funding set out above is only a start, and not sufficient to deliver the proposals set out in the master planning document. However, the adoption of a master plan for Jackey Bakers does provide an opportunity to bid for further external funding if and when opportunities arise, and to work collaboratively with local and national partners to deliver an ambitious vision for the site.

4.0 Next Steps

- 4.1 If the prior notice of approval is received for the demolition of the pavilion at Jackey Bakers Recreation Ground, officers shall undertake the tender to achieve a price for demolition. Currently it is anticipated that based on the size of the building it might be in the region of £250,000.
- 4.2 Once the demolition has been completed the Council will install a temporary facility using the existing power, water supply and concrete base. The facility will not be as big as the existing pavilion (approximately 150 sqm) but will provide team changing rooms with showers, officials changing, storage, male and female toilets. Currently it is anticipated that based on the size of the building it might be in the region of £120,000.
- 4.3 Following community engagement, the adoption of a master plan for Jackey Bakers will enable the council to seek external funding opportunities, as they arise, to support its delivery.

Contact Officer: Tony Marmo - Head of Coastal and Public Realm
Reporting to: Mike Humber - Director of Environment

Annex List

Annex 1 - Draft Master Plan
Annex 2 - Response to the Petition

Background Papers

None

Corporate Consultation

Finance: Chris Blundell - Director of Corporate Services

Legal: Ingrid Brown - Head of Legal and Democracy (& Monitoring Officer)



Land at Jackey Baker's Recreation Ground, Ramsgate

Feasibility Study

22414-8001-03 | July 2022



Corstorphine & Wright

Revision Log

Revision	Date	Notes
00	19.07.2022	First Issue
01	12.08.2022	Second Issue
02	14.11.2023	Third issue following client comments
03	24.11.2023	Fourth issue following client comments

Contents



- 1.0 Introduction 5
- 1.1 Scope 5
- 1.2 Site analysis 6
- 1.3 Site History 7
- 1.4 Planning History 8
- 1.5 Wider Context and Accessibility 9
- 1.6 Planning Policy 10
- 1.7 Site Photos (1) 11
- 1.8 Site Photos (2) 12
- 1.9 Opportunities and Constraints 13
- 1.10 Sport Pitch Diversification 14
- 1.11 Urban Sport- Exploration 15
- 2.0 The Proposals 17
- 2.1 Site Master Plan 17
- 2.2 Residential Layout 18
- 2.3 Typical Housetype 19
- 2.4 Accommodation Schedules 20
- 2.5 Design Precedents - Houses 21
- 2.6 Design Precedents - Sport Hubs 22

Introduction

1.0

1.0 Introduction

1.1 Scope

Thanet District Council have instructed Corstorphine & Wright Architects to provide a high-level scheme feasibility for the Jackey Baker's Playing Fields and associated parking to land at the rear of Highfield Road.

As part of our study we have provide a preliminary site layout and building configuration as a preliminary guide to maximise the development potential of the site as a residential scheme.

The scheme options take due consideration to the existing streetscape, and the residential flats & dwellings adjoining the development site and the wider site context.

All residential proposals also take into consideration the client's brief which includes area spatial requirements to conform with the current Development Plan and Parking Standards together with the nationally described space standard.

The following documents have been used as reference;

- Thanet District Council - Design Brief [DRAFT]
- Thanet District Council - The Local Plan 2031
- National Planning Policy Framework
- NHF 'Housing Standards Handbook'
- National Design Guide
- Nationally Described Space Standards
- Approved Document M(4) 2
- Kent Design Guide: Sustainable Design Principles for Kent & Medway's Built Environment
- LETI Climate Emergency Design Guide: Small/medium scale housing
- Secure by Design: New Housing 2019



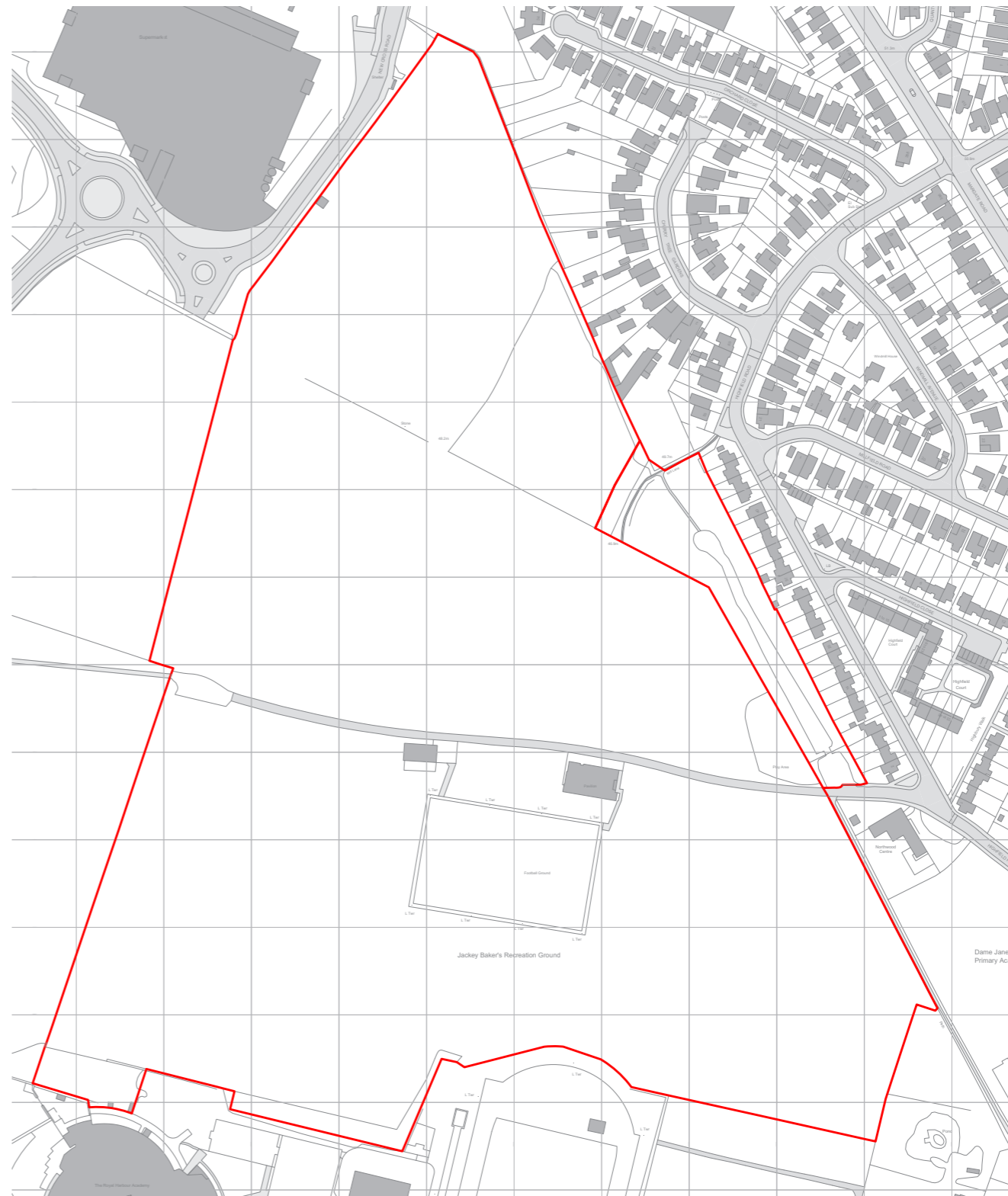
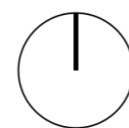
1.2 Site analysis

The site is consists of two lands parcel (1) Jackey Baker's Playing Fields and (2) hard standing to land at rear of Highfield Road.

The combined site extends to 18.3501 hectares (18.3501 hectares).

The site is currently open space used a sports playing fields and recreation for the wider public with two changing pavilions in a state of disrepair along with a poorly maintained artificle sports pitch and a vacant parcel of land previously used for car parking which is currently secured by fencing,

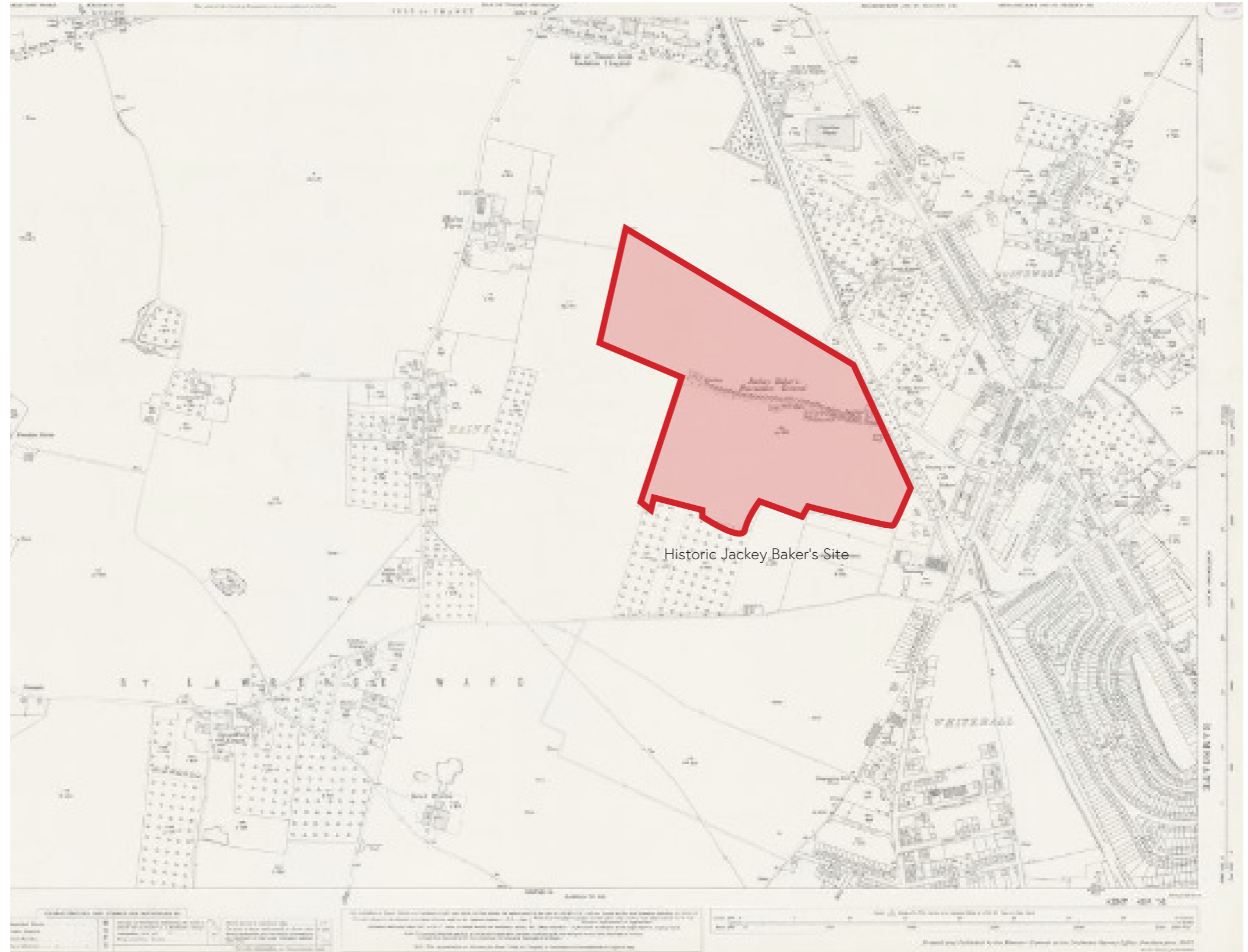
The site is not Listed nor located within the a Conservation Area.



1.3 Site History

The historic map (1937) show that the site was established a the Jackey Baker's Playing Fields and some residential development to the West was also present.

The wider Westwood Cross development and access road would follow much later.



OS 25 inch England and Wales, 1841-1952xx (1937, published 1938) - Open Source, Archi Maps UK



1.4 Planning History

A search of the Thanet District Council Planning Portal has a limited planning history from 1990 which relate to relevant uses of the sites with regards to the sports & recreation and excludes any developments relating to the wider Eurokent Business Park.

Description	Ref.	Status
Change of use from Agricultural land to playing fields together with the erection of 2no. shelters and score box connection with sports ground.	F/TH/07/0644	Withdrawn
Change of use of agricultural land to playing field	F/TH/06/1410	Grant Permission
Provision of an all weather sports pitch plus floodlighting and fencing	F/TH/93/0808	Grant Permission

Source: planning.thanet.gov.uk/online-applications/



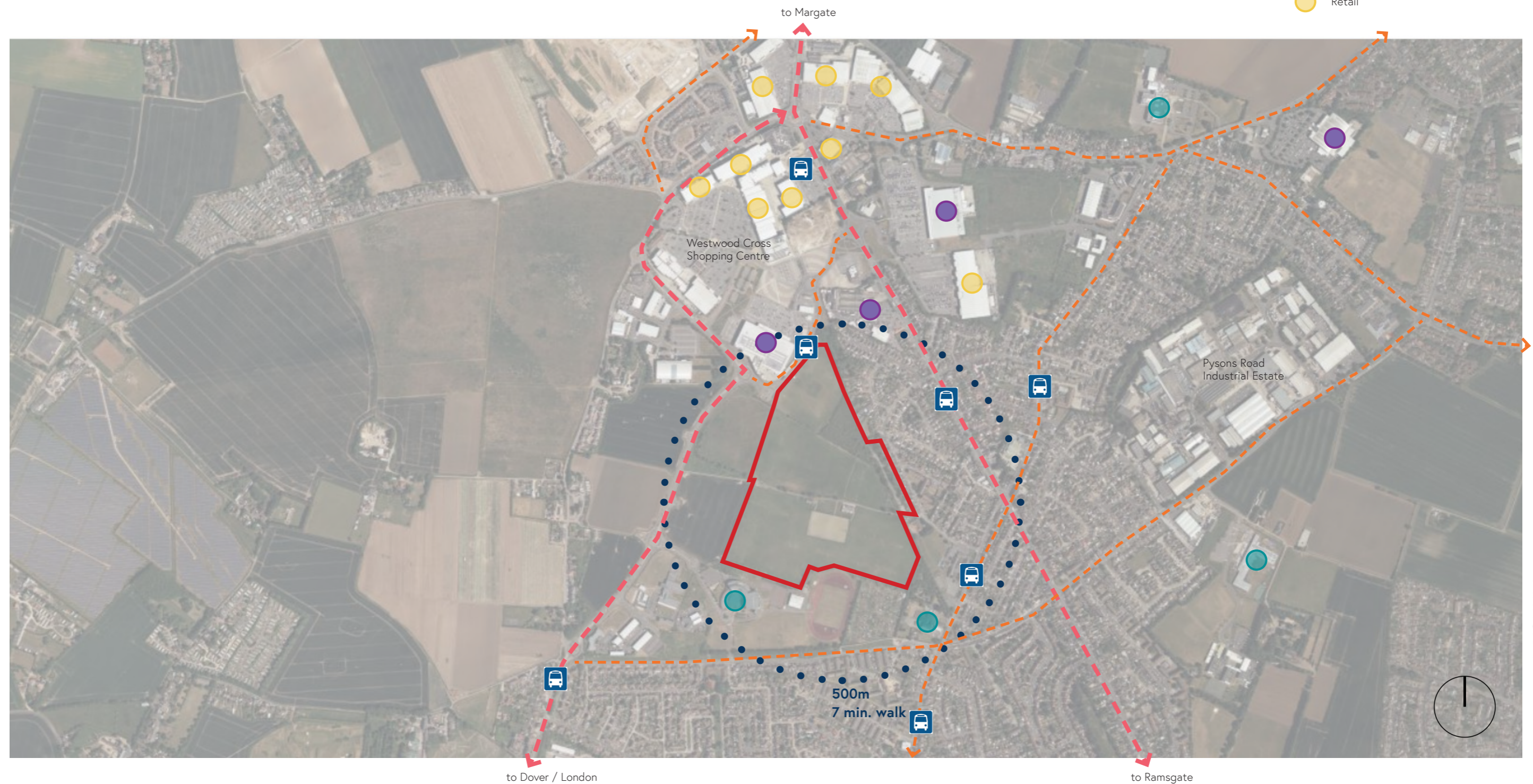
1.5 Wider Context and Accessibility

Jackey Bakers Recreation Ground located on the outskirts of Ramsgate and is situated nearby to the Sainbury's Foodstore and Westwood Cross Shopping Centre to the North and the Newington residential Estate and Royal Harbour Academy to the South.

Further residential development to the surrounding area is ongoing.

The site is well connected with local bus routes and amenities within easy reach.

- Primary Road
- Secondary Road
- Bus Stop (selected)
- School
- Food Store
- Retail

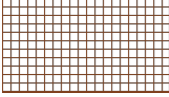
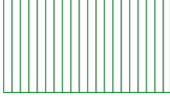

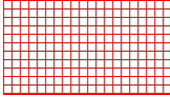

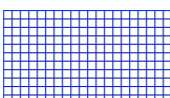


1.6 Planning Policy

The Thanet Local Plan was adopted on 9 July 2020, together with the Landscape Character Assessment Supplementary Planning Document (SPD).

The site sports & recreation part of the site is protected by Policy G107 and the parcel of land to the rear of Highfield Road is an allocated Housing Site (Policy HO1) for 25 units.

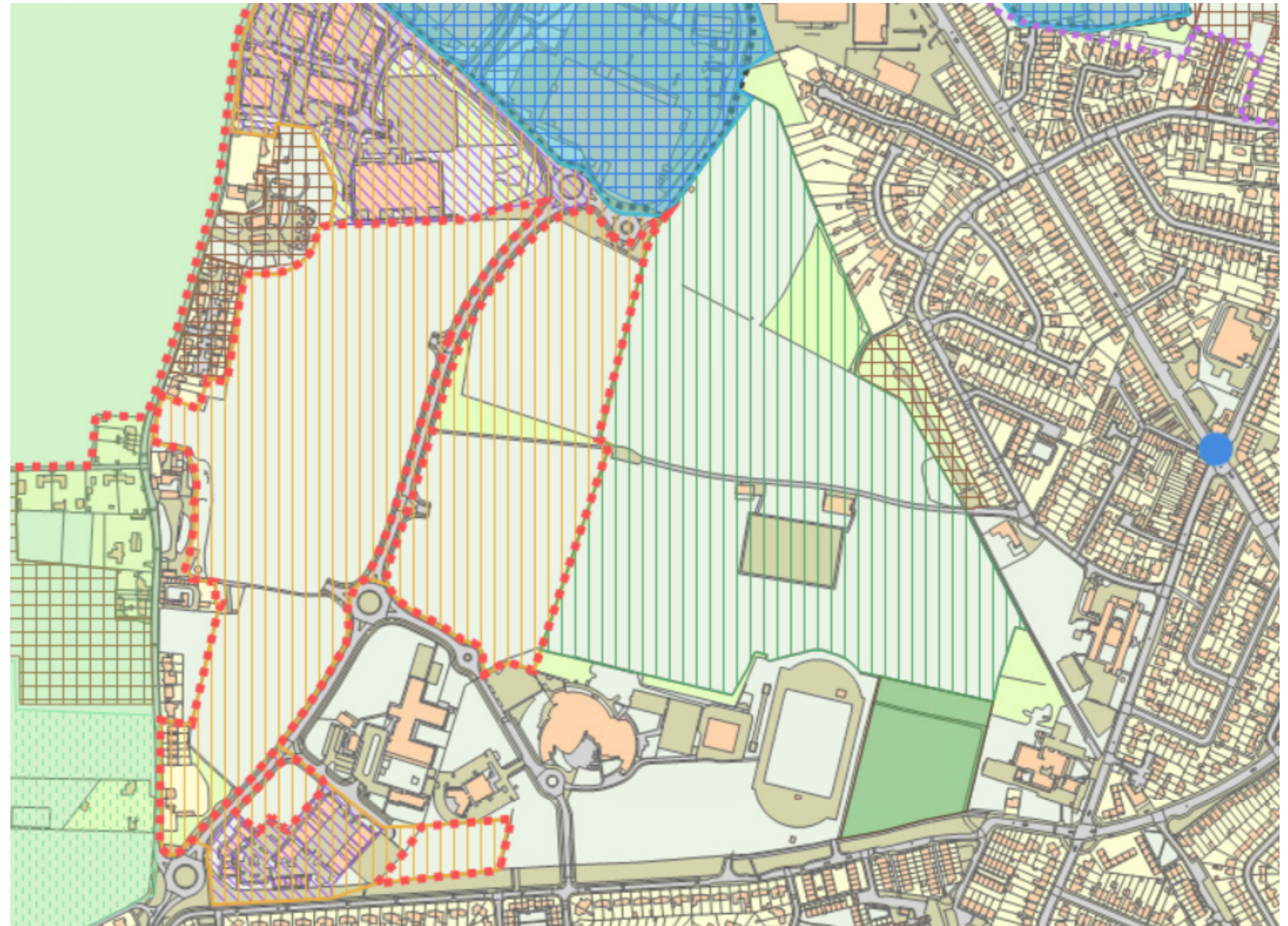
MAP KEY

	
Housing Site	Jackey Bakers Sports Ground
	
Strategic Sites	Westwood Primary Frontage
	
Flexible Use Site	Westwood Secondary Frontage

Policy G107

Jackey Bakers Jackey Bakers sports ground will be promoted as the long-term primary sports venue for Thanet. Proposals which will provide a 3G pitch and improve the facilities for football, rugby, hockey and other sports will be supported.

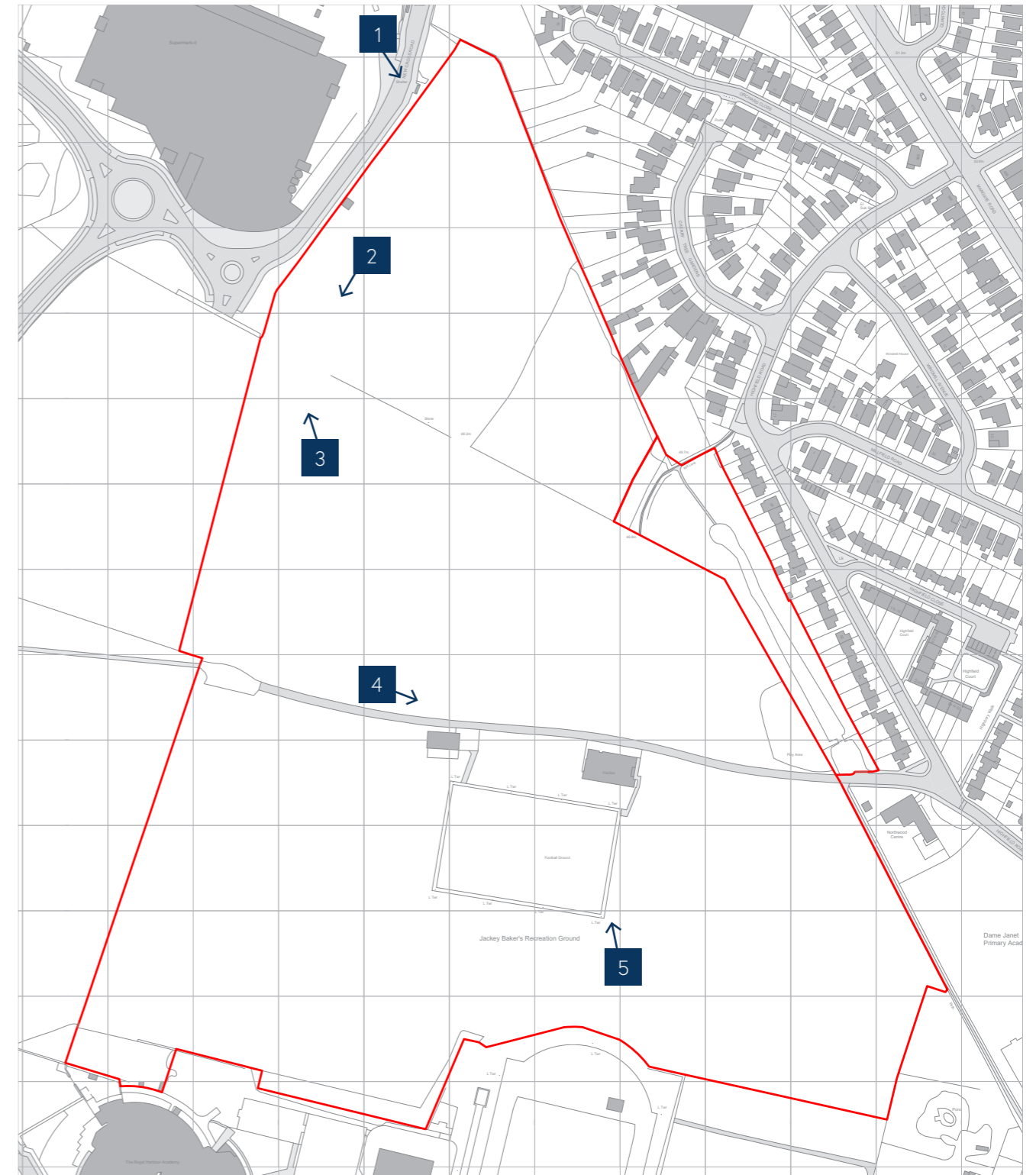
Proposals will need to include a new clubhouse with improved changing and social facilities. Where fully justified, the Council will permit ancillary development on order to maintain the sports use. This could include limited development of D2 (leisure facilities), D1 (community facilities) and A3 (restaurant facilities)



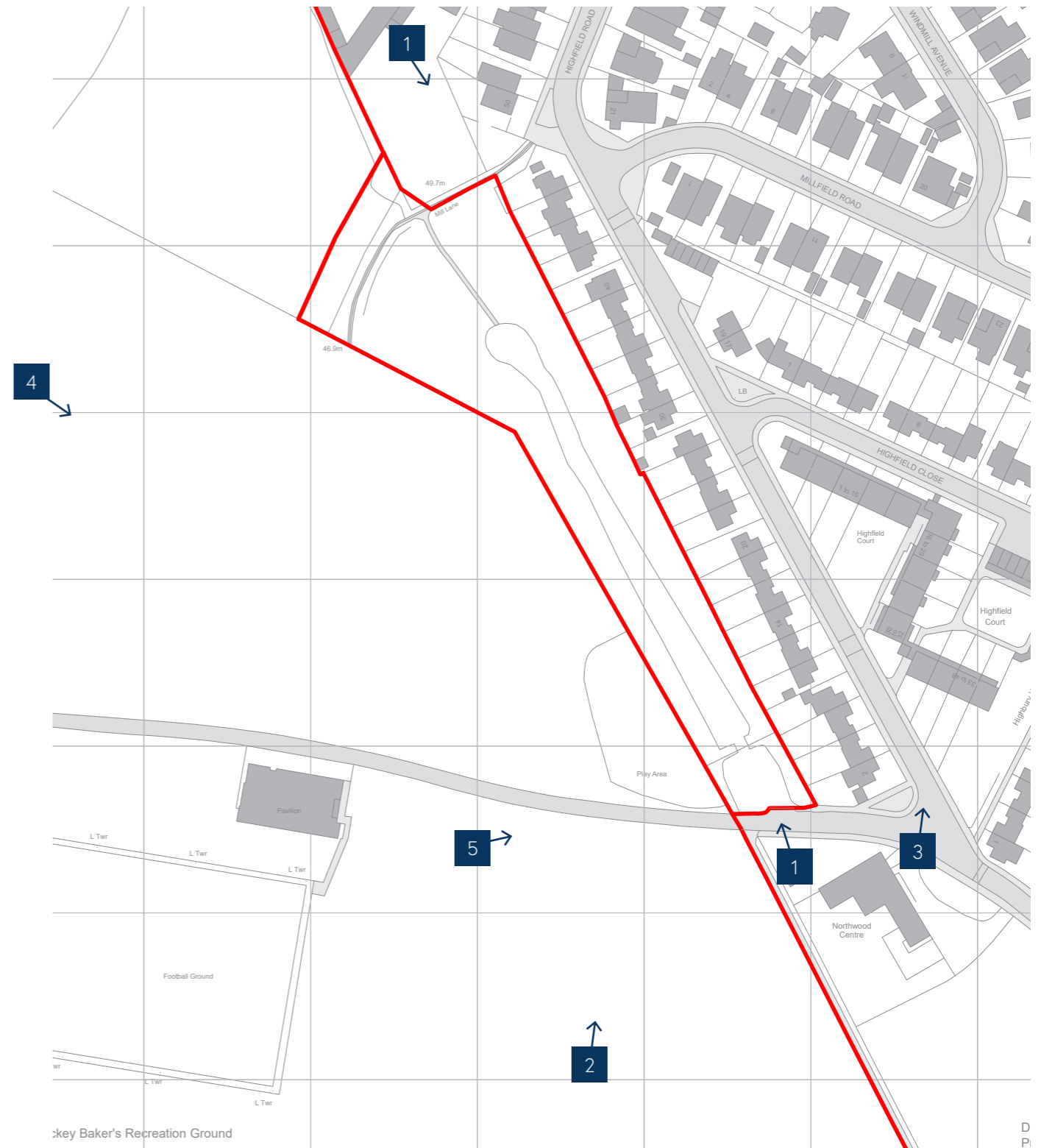
Map Extract from Thanet Local Plan 2020



1.7 Site Photos (1)



1.8 Site Photos (2)



1.9 Opportunities and Constraints

- Site Boundary
- Primary Road
- Change in Level
- Prevailing Wind Direction
- Overlooking
- Site Access (Existing)
- Site Access (Proposed)
- Trees (clusters)
- Existing Buildings



1.10 Sport Pitch Diversification

Urban Requirement

To attract a wide variation of social activity to the site, diversification of pitch and sport type is essential to the masterplan.

Adjacent a selection of pitch types are showcased in situ with the standard generic 4g pitches that will serve to accommodate a wide selection of sports across the site.

TYOLOGIES

The most sensible designated pitch options include:

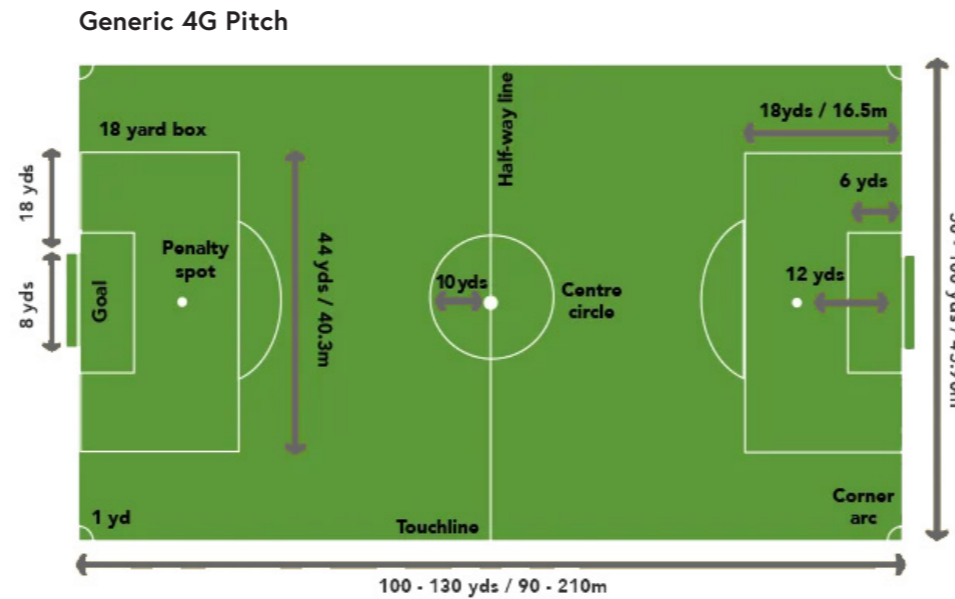
- Generic 4G pitches- allowing for football and most racket sports
- Hockey (requires separate 4g pitches)

Cricket Nets (allowing for both hard and soft

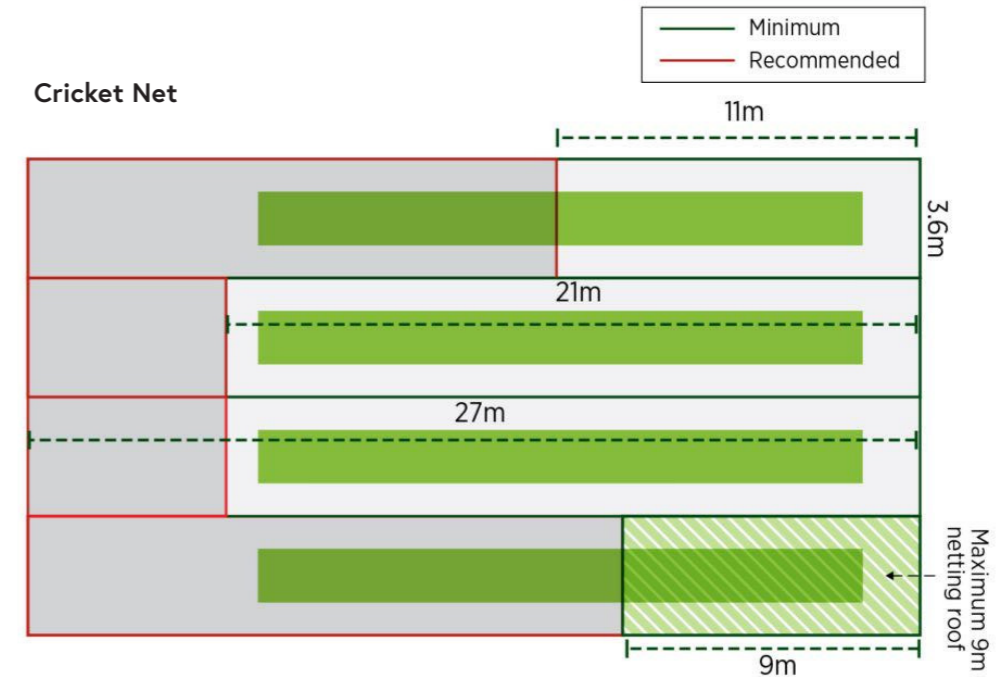
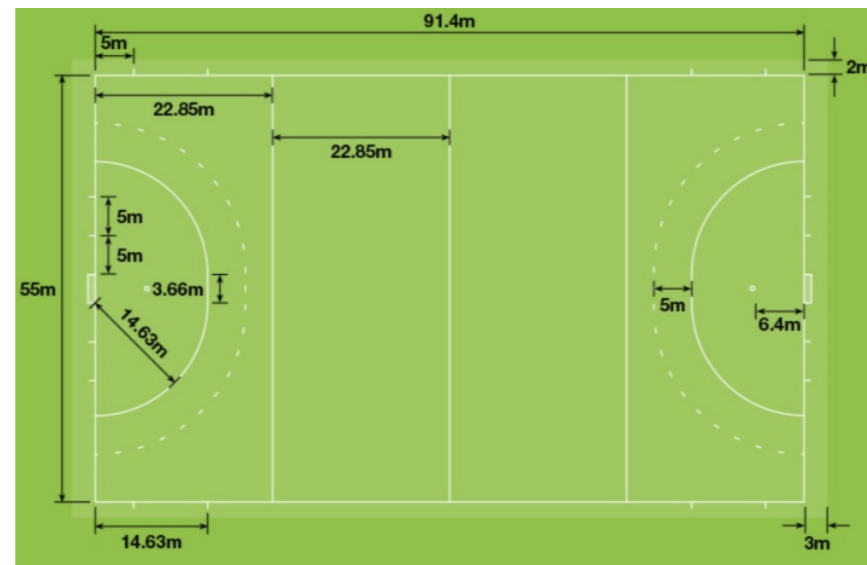
Netball (can double as basketball courts due to a mere 10mm difference and backboards on the nets)

TYOLOGIES

- 4G pitch- 105x68m
- Hockey Pitch - 91.4x55m
- Cricket Net- 27x3.6m (9x3.6m Covered Netting)
- Netball Court- 36.7x21.35m



Hockey Pitch



Netball Court



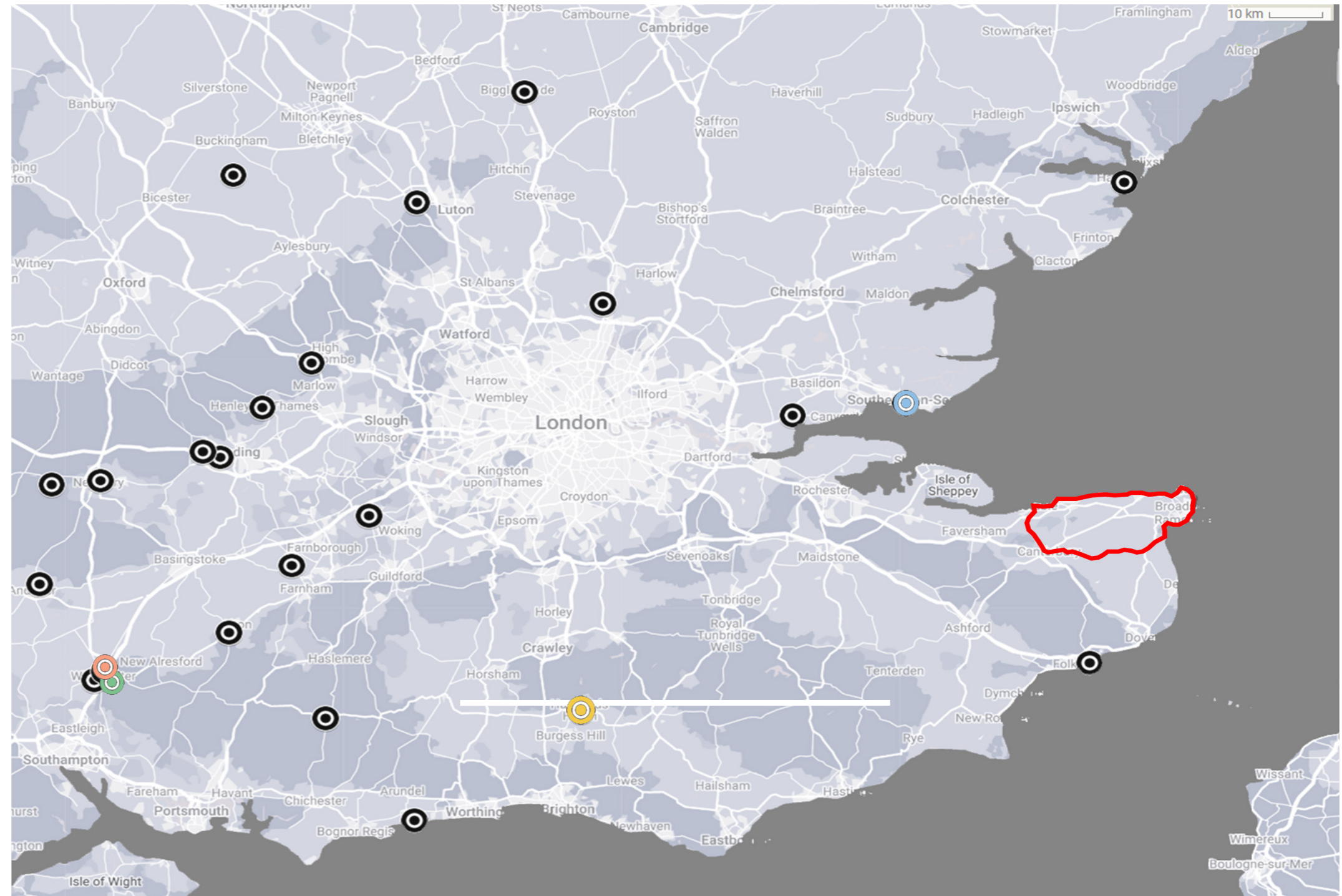
1.11 Urban Sport- Exploration

Urban Requirement

As showcased by the adjacent figure there is a prominent absence of designated skate typologies in the South East.

Maverick Skate Parks specialise in the creation of spray concrete skate parks, utilising professional knowledge in the field.

Creation of a designated skate site would encourage social liveliness in the masterplan, due to the gap in typologies across the UK, promoting use of the safe space thus removing antisocial behaviour from inner city dwellings.



MAP KEY

- Maverick Skate Park Location
- Exsisting Site
- Winchester
- Winchester KGV
- Southend on Sea
- Hayward Heath

The Proposals

2.0

2.0 The Proposals

2.1 Site Master Plan

Summary

- Provision of housing to former car park
- Provision of Sports Hub and associated parking with new vehicle access via New Cross Road
- Provision for Biodiversity Net Gain (BNG)
- Existing sports pitches rearranged following removal of disused pavilions & 3g pitch
- Addition of pitches to facilitate a variety of outdoor sports, including; Tennis, Cricket, Hockey, Basketball, Football & Urban Sports (Skating/BMX)
- Nature walks included around site for leisure uses and dog walkers
- Increase in trees to site including perimeter to increase net biodiversity

The two drawings on this page are illustrative of the potential to increase the provision for football and other sports at the site, and the exact configuration is flexible to respond to the needs of existing users and any emerging demand for new sports or activities.



2.2 Residential Layout



Summary

- Provision of 27 family dwellings with integrated garages and private terraces in five terrace blocks.
- Existing access retained
- Provision for parking courts and landscaped areas around the site
- Majority of unit have direct views over the playing fields

Design principles

Each of the dwellings across the sites have been designed to accord with the Nationally Described Space Standards, thus providing generous living space throughout the development.

Key principles which have been incorporated in to the layouts:

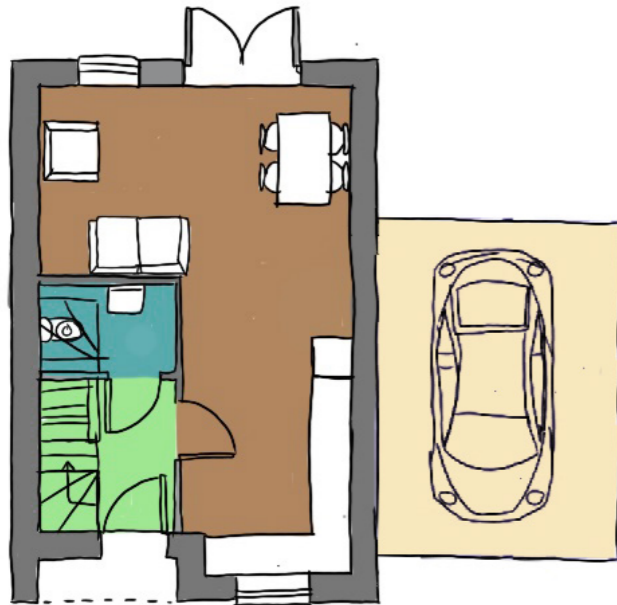
- Living spaces designed to relate directly to the landscape
- Optimum orientation of dwellings considered
- Clear view to the outside/landscape on entering each dwelling
- Private amenity space with terrace to each dwelling
- Generous store/utility cupboards
- Defensible private spaces in front of each dwelling
- Min. 2.4m high floor to ceiling heights
- Potential for triple glazed windows where needed
- Fabric-first approach to lowering carbon emissions
- Smart technologies for monitoring energy use
- Dedicated space for study / working from home

In addition to the specific considerations, each of the sites has been designed to incorporate cycle storage and access to high quality internal and external amenity spaces.

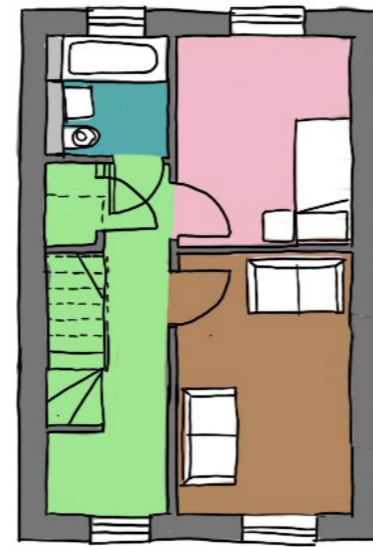
The overall objective aim is to encourage resident interaction and to create a vibrant residential communities.



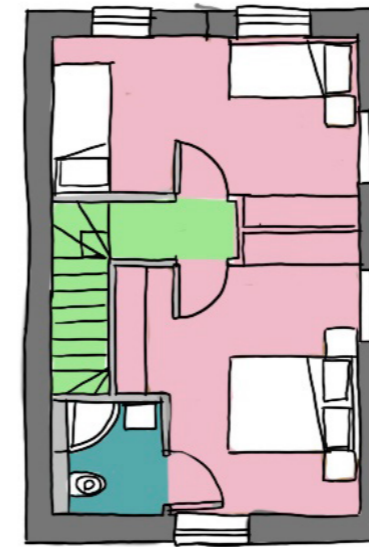
2.3 Typical Housetype



Ground Floor Plan



First Floor Plan



Second Floor Plan

Summary

- Proposed House Type is a 3 bedroom / 5 person dwelling set over 2.5 storeys.
- The total GIA for each dwelling is 106.4m²
- Each dwelling has a drive way, with space for 1 car and secured cycle storage.



Typical Street Elevation

2.4 Accommodation Schedules

Plot	Bedrooms	Type	GIA m ² (sq.ft)			
			GF	1F	2F	Total
1	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
2	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
3	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
4	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
5	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
7	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
8	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
9	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
10	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
11	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
12	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
13	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
14	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
15	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
16	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
17	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
18	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
19	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
20	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
21	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
22	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
23	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
24	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
25	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
26	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
27	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
Total	81					2872.8 (30,996)



2.5 Design Precedents - Houses



CGI of design concept for typical Town House

2.6 Design Precedents - Sport Hubs



Clydebank Community Sports Hub



Sheffield Hallam University Sports Park



Gunnersbury Park Sports Hub



Herne Bay Sports Hub

Corstorphine & Wright

Contact us to discuss your project

-  www.corstorphine-wright.com
-  contact@cw-architects.co.uk
-  [corstorphine-wright](https://www.linkedin.com/company/corstorphine-wright)
-  [@cwrightarch](https://twitter.com/cwrightarch)
-  [corstorphinewright](https://www.instagram.com/corstorphinewright)

Our Studios

- | | | |
|-------------|------------|------------|
| London | Leeds | Darlington |
| Manchester | Glasgow | Tamworth |
| Stourbridge | Warwick | |
| Birmingham | Canterbury | |

This page is intentionally left blank

Agenda Item 6

Annex 2

Copy of Letter From: Tony Marmo to Petitioner June Tyrrell
Sent: 04/10/23

Dear June,

It was really nice to meet you on the site of Jackey Bakers last week and to discuss what can be achieved on the site in the short, medium and long term. I am writing to you as part of the Council's formal response to the petition received in June 2023. As I stated on site the Council is committed to improving the facilities at Jackey Bakers for football.

In the short term we agreed that:

1. A sign shall be placed on the gates at the entry to the site so that no parking occurs in front of the gates, as this is an access point for emergency services - I have passed this onto the Open Spaces team for action.
2. A review should take place of the number of bins on site as you felt that certain locations required bin provision as people were leaving litter behind due to lack of bins - I have passed this onto the Cleansing team so that a review can be undertaken.
3. New goal posts ordered for pitch 3 as the current goals do not have holes for hooks required to hang the nets from - I have passed this onto the Open Spaces team for action.
4. We discussed the goal mouths in pitches 6 & 7 to see if they can be improved or the pitches rotated as you felt the goal mouths were in a poor state - I have passed this onto the Open Spaces team for action.
5. I shall try to provide a further container for use as a temporary changing facility for teams that are not arriving readily changed, or want to change after they have finished playing. The container will be purely for changing and will not contain showering facilities.

At this point I wanted to thank you for the recognition you made on site about the standard of grass cutting, marking of the pitches and the new goal posts installed. I will pass this onto the relevant team.

I confirmed that in the medium term:

Agenda Item 6 Annex 2

1. The existing pavilion is no longer fit for purpose and has reached the end of its life span. The Council therefore proposes to demolish the pavilion subject to planning consent and the procurement of demolition services.

2. Once this has been achieved the Council can then put temporary changing facilities on the concrete slab where the pavilion sat and use the services already in place.

I confirmed that in the long term:

1. The Council will explore options for car parking and new permanent facilities at the site. Potential options for funding will also be explored as part of this process.

I trust this is an accurate reflection of our discussions and I look forward to working with you on this subject moving forward.

Kind regards

Public Toilets Refurbishment and Renewal Project

Cabinet	14 December 2023
Report Author	Luke Glover, Deputy Technical Services Manager
Portfolio Holder	Cllr Steve Albon, Cabinet Member for Cleansing and Coastal Services
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	An Executive Decision that involves incurring expenditure anticipated to be £250,000 or above.
Ward:	All wards

Executive Summary:

Budgets with a value of £1.25m have been identified for investment in public toilets across the district. There is potential for this budget value to increase to £1.5m subject to a further sum of £250k being approved via external funding. This investment is the start of an anticipated wider and longer term programme of public toilet improvements subject to further funding being identified.

This report proposes a schedule of repairs and capital improvements at 10 locations across the district. The proposals are informed by a survey of 27 public toilets completed by Geoff Oliver & Associates Ltd in 2023. The Council has made available an initial budget of £279k of revenue funding towards completing some of these repairs. The Council cannot undertake all repairs, at all 27 public toilets, straight away, as funding is not currently available to do this. This report identifies which works in the survey should be taken forward with the available funding.

Additionally, £571k of capital funding has been identified for new build capital works for areas where public toilets may be end of life or require a new accessible toilet. £450k of this capital funding will come from additional borrowing and £121k will be a revenue contribution to capital coming from our earmarked reserves. This report will identify which new build works should be taken forward with the available funding.

Finally, this report will factor in £650k of additional external funding. This is made up of £250k from Southern Water and £400k from the Margate Town Deal. This external funding is earmarked for specific schemes.

Recommendation(s):

- a) That Cabinet approves the schedule of works this report suggests in 3.1 / 3.2 (either option 1 or option 2, dependent on the outcome of discussions with Southern Water) which will be undertaken using:
 - £400k of funding from earmarked reserves. Under option 1 £279k will be allocated for revenue repairs and £121k revenue contribution to capital. Under option 2 the whole £400k will be allocated to revenue repairs.
 - £450k of capital funding (via borrowing)
 - £400k from the Margate Town Deal funding (external grant)

Agenda Item 7

- b) That Cabinet recommends to Council that a one-off supplementary General Fund revenue budget of £279k be approved for the repairs to existing facilities; to be funded from an underspend identified at the end of 2022/23 and allocated to earmarked reserves for investment in toilet facilities;
- c) That Cabinet endorses the proposed financing of the existing £749k budget for the Public Toilets refurbishment and renewal project within the 2023/24 Capital Programme, to be a mix of £450k of borrowing, a £121k contribution from earmarked reserves, with financing of the remaining £179k to be identified at a later date; with the actual financing of the capital programme being determined by the s151 officer as per officer delegations;
- d) That Cabinet recommends to Council that a supplementary General Fund capital budget of £250k be approved for the refurbishment of existing Botany Bay toilets, subject to the outcome of the discussions with Southern Water for funding to the value of £250k.
- e) That Cabinet approves a budget virement (adjustment) to be made if the discussions with Southern Water are not successful, as per option 2, with a virement of £121k from the budget for the revenue contribution to capital to be transferred to the revenue budget for repairs to existing facilities.
- f) Cabinet notes that £400k of approved capital budget is allocated for toilet facilities within the Margate Town Deal scheme in the 2023/24 Capital Programme
- g) That a further report be taken to Cabinet before the end of October 2024 which provides an update on toilet refurbishment and improvement works, including the outcome of the Southern Water financial contribution. The report shall also propose next steps to address refurbishment or improvements at the public toilets not included in this initial phase.

Corporate Implications

Financial and Value for Money

Officers have identified £1.25m of available funding for the Public Toilets Refurbishment and Renewal Project. This funding can be broken down into:

- a) £400k from an underspend identified at the end of 2022/23 and allocated to earmarked reserves for investment in toilet facilities. This revenue source of funding can be used flexibly and under option 1 it is proposed that £279k will be allocated for revenue repairs and £121k as a contribution to the capital refurbishment schemes, whereas under option 2 the whole £400k is allocated for revenue repairs.
- b) £450k borrowing to facilitate capital expenditure for new build facilities. The repayment of these borrowing costs can be fully funded from the revenue budget savings that were released following the removal of business rates charges on public toilet facilities. This funding will be used to part-fund the £749k capital scheme that has been approved within the 2023/24 capital programme;
- c) £400k of funding from the Margate Town Deal for the subterranean toilets in Margate.

An additional £250k could be available from Southern Water for refurbishment of the Botany Bay toilets which would alleviate strain on the budget, this report includes recommendations with and without securement of this funding. If this funding is made available it will also be used to part finance the existing approved scheme within the capital programme.

Legal

This report is for consideration and in accordance with the provisions of the Constitution, the Overview and Scrutiny Panel may make recommendations to be considered by Cabinet.

Risk Management

A risk register has been developed for the project. The risk register considers financial, health and safety, procurement, legal and community risks. The risk register will be maintained as a live document and will be updated as the project progresses.

Corporate

The public toilets are a key service provided by the Council for the benefit of residents of, and visitors to, key locations within the district.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it. Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

Corporate Priorities

This report relates to the following corporate priorities: -

- Environment
- Growth

1.0 Introduction

1.1 The Council is responsible for maintenance of 27 public toilets.

1.2 The Council commissioned a condition survey of the public toilets in 2022. The survey identified that £1.3m of repairs were required, and that of this £1m would need to be spent within the next few years.

1.3 At the Cabinet meeting on Thursday 21 September 2023 the budget monitoring report confirmed that there was an approved capital budget of £749k for the public toilets refurbishment and renewal project, however only £400k of funding had been identified at that juncture to facilitate the project.

1.4 To ensure the project moved forward at pace and had appropriate project management capacity, the consultant AECOM was contracted to this project in October 2023. Their role was to conduct an exercise in conjunction with officers to determine what works shall be recommended to the Council to take forward, within the confines of the funding available.

1.5 For the schedule of works prioritisation exercise the following criteria was used:

- Visitor numbers – frequency of use for the toilet.
- Significance of area – proximity to landmark/attraction.
- Need for improvement of disabled access.
- Bathing water quality issues.
- Need for improvement of current baby changing facilities (if any).

Agenda Item 7

- 1.6 For each toilet, the above determinants were ranked either low, medium or high status. This exercise then produced a list of the toilets the Council should focus on first with the funding available.

2.0 Current Situation

- 2.1 The toilets to receive revenue repairs funding are:

- St Mildred's Bay, Westgate (£18k)
- West Bay, Westgate (£36k)
- Joss Bay (£21k)
- Broadstairs Harbour (£72k)
- The Centre, Margate (£13k)
- Ramsgate Pier Yard (£39k)
- Viking Bay (chalet block) (£80k)

- 2.2 The total spend on the seven toilets above comes to £279k. It must be made clear that this is for repair of existing defects and is not a full refurbishment of the toilets (see Annex 1 - Schedule of Works). For full refurbishment to a higher specification, like the recently completed Margate Harbour Arm toilets, which cost £82k, an additional budget of circa £700k would be required on top of the currently identified budget.

- 2.3 The revenue repair costs, if approved, can be completed ready for the 2024 summer season.

- 2.4 It is recommended that a new toilet block at Stone Bay is built with the £450k capital funding. The new build will provide accessible toilet facilities at Stone Bay, to replace the currently small toilet block which is only accessible via steps. The current toilets are halfway up the cliff, and are at the end of their life. The cost of undertaking this new build is estimated to be more than £450k and so will require the reallocation of the remaining £121k of revenue repairs funding as a revenue contribution to capital.

- 2.5 In regard to Marine Terrace subterranean toilets located in Margate, the current facility is unsuitable for disabled use under the Equality Act 2010. Thus, a single new build accessible toilet needs to be built at promenade level. This work shall be funded by the Margate Town Deal funding. The Council has assigned £400k of this funding to the project. It is envisaged that the accessible toilet will not use up the whole of the funding available and that the existing subterranean toilets can also be repaired with this money.

- 2.6 Southern Water have discussed the possibility of committing £250k in funding for the refurbishment of Botany Bay toilets, the estimate for these works includes a new layout and reorganising internal partitions. Southern Water have also committed to placing seasonal Portacabin style toilets at the car park end of the bay, providing the required capacity and accessible toilets. Assuming this funding is secured, it would not be required to utilise the alternative funding for improvements to Botany Bay, allowing these monies to be used elsewhere. The options section of this report includes recommendations for with and without Southern Water funding.

3.0 Options

- 3.1 Option 1 – this option includes the funding from Southern Water and encompasses the following:

- The repairs identified in the Geoff Oliver & Associates Ltd survey to the value of £279k on public toilets in St. Mildred's Bay, West Bay, Joss Bay, Broadstairs Harbour, Margate Town Centre, Ramsgate Pier Yard and Viking Bay (Chalet).
- New build accessible facilities at Stone Bay to the value of £571k (£450k from capital

Agenda Item 7

and £121k as a revenue contribution to capital).

- Refurbishment of existing Botany Bay toilets with Southern Water funding to the value of £250k.
- New build accessible toilet at the Margate subterranean toilet's location and repair of the existing toilets with £400k of Margate Town Deal funding.

3.2 Option 2 – this option excludes Southern Water funding and encompasses the following:

- The repairs identified in the Geoff Oliver & Associates Ltd survey to the value of £400k on public toilets in St. Mildred's Bay, West Bay, Joss Bay, Broadstairs Harbour, Margate The Centre, Pier Yard Ramsgate, Botany Bay and Viking Bay (Chalet). Adding in Botany Bay shall mean that £121k is not available as a revenue contribution to capital for new build toilets at Stone Bay.
- New build accessible facilities at Stone Bay to the value of £450k. The facility is likely to be smaller in size to accommodate the smaller budget available for this element of the project.
- New build accessible toilet at the Margate subterranean toilet's location and repair of the existing toilets with £400k of Margate Town Deal funding.

3.3 Due to budget constraints and cost benefit analysis, the following toilets will not be taken forward at this time: Minnis Bay, Alpha Road, Station Road, Dumpton Gap, Harold Road, College Walk, Marine Terrace (Buenos Ayres), King George VI Park, Royal Esplanade Ramsgate (Screaming Alley), Cavendish Street, Ramsgate Cemetery, Ramsgate Bathing Station, Victoria Gardens, Hopeville Avenue, Vere Road, Crofts Place. Works to these toilets have been costed, and improvement works will be subject to future funding being identified.

3.4 The repairs and maintenance identified within the Geoff Oliver & Associates Ltd report across 27 toilets is recommended to be undertaken over the next ten years. They have been priced at a value of approximately £1.3m. Where a capital scheme is taken forward at one of the toilet locations instead of revenue repair works, it will have the effect of reducing the £1.3m figure. Future phases are yet to be planned and will be subject to funding being identified. A summary of all the proposed locations for works can be found in Annex 2.

Contact Officer: Luke Glover - Deputy Technical Services Manager
Reporting to: Tony Marmo - Head of Coastal and Public Realm

Annex List

Annex 1 - Schedule of Works (Revenue)
Annex 2 - Summary of Proposed Locations

Corporate Consultation

Finance: Chris Blundell (Director of Corporate Services - Section 151)

Legal: Ingrid Brown (Head of Legal and Democracy & Monitoring Officer)

This page is intentionally left blank

Annex 1 - Schedule of Works Public Toilets Refurbishment & Renewal Project Version Date: 27/11/2023		Annex 1
St Mildreds Bay, Westgate	Cost (£)	
Remove defective / loose render, remove weed growth and re-render and decorate or reclad main walls		10,000
Repair loose beading to corners of adjoining wash hand basins, cracked tiles, screw holes and regrouting where needed to ladies toilets		500
Routine maintenance to fully tiled walls in disabled toilet incl replacing damaged tiles		400
Routine maintenance to fully tiled walls in gents toilet incl replacing damaged tiles		400
Repairs to recently decorated ceilings and rotten ply frame in ladies toilets		2,000
Routine maintenance to painted plywood ceilings in disabled toilet		300
Routine maintenance to recently painted concrete ceilings in gents toilet		500
Routine cleaning and redecoration fully tiled floors incl skirting in disabled toilet		300
Overhaul of sanitaryware in ladies toilets		1,200
Routine maintenance in the disabled toilet		1,200
Routine maintenance in gents toilet		1,200
		18,000
West Bay, Westgate		
Roof - replace bracket to black plastic hopper and round downpipe, incl additional fixing to adjoining hopper to secure.		500
External walls - routine decoration to external walls incl rendering and paint finish		3,000
Internal walls - localised repairs, replacement of tiles, hack off loose damp plaster and paintwork replaster and decorate to ladies toilet		2,000
Internal walls - extensive removal followed by structural reinforcement of masonry, replastering, retiling etc to gents toilet		3,500
Internal walls - treatment to gents toilet walls, new alternative lining, including vapour control		2,500
Internal walls - new dry line, tanking, relining, and tiling to disabled toilet		3,100
Doors and windows - treatment and redecoration to PVCu double glazed windows incl easing and adjusting of doors / locks		2,000
New plasterboard ceiling covering to rear stores		2,500
Underline ceilings including insulation and vapour control in gents toilets		2,500
Replace damaged sections and redecorate disabled toilet ceilings		1,500
Localised repairs and deepclean of floors to ladies toilets		600
Remove and re-tile floors in 2nr rear stores		1,500
Routine maintenance and making good to floors following repairs to walls in disabled toilet		3,000
Routine redecoration to ladies toilets ceilings		1,300

Replacement of toilet seats, roll dispensers, stainless steel doors and frames, plastic hand dryer and soap dispenser	Annex 1	1,100
Routine decoration to woodwork in ladies toilets		1,100
Remove and set aside sanitaryware for re-use following repairs to walls and tiling in the gents toilets		900
Allow for new services and replace 2nr stainless-steel doors to 2nr rear stores		1,700
Allow for new services and replace 2nr stainless-steel doors to ladies service cupboard		1,700
		36,000
Joss Bay		
Routine decoration to rainwater goods		1,200
Routine decoration to external walls		3,000
Minor repairs and routine inspection to internal walls		2,700
Routine decoration and repairs to fascias, double glazed windows, flush timber doors and frames and metal roller shutter doors		3,000
Underline ceilings with insulation and vapour control etc. then decorate		7,400
Treatment of corrosion and localised tile repairs and deep clean floors		1,500
Repair and renew sanitary ware as needed incl deep cleaning and rusty fixings		2,200
		21,000
Broadstairs Harbour		
Refurbish rainwater goods		1,700
Exterior non structural repairs and waterproofing, followed by total redecoration		22,000
Replace missing / damaged bricks as necessary. Complete overhaul and redecoration including replacement of boxing in of walls		3,700
Total overhaul of windows/doors including timber repairs, repointing and redecoration		17,000
Full repairs and replacements of ceilings as needed, including renewal of roof		20,000
Localised repairs / replacement to tiles and a general overhaul to floors		3,000
Routine deep clean		3,000
Treat and redecorate the service cupboard. Replace lighting system		1,600
		72,000
The Centre, Margate		
Graffiti deep cleaning to external walls		1,300
Treatment of mould, repairs and redecoration to ladies toilets		2,500
Localised repairs to tiles and routine redecoration to gents toilets		1,600
Routine repairs and decoration to metal windows with obscure glazing, and timber doors/frames		1,500
Completely underline with new ceiling including insulation, vapour control etc. in ladies toilet		2,000
Underline thermal insulation and vapour control incl decoration in gents toilet		700
Replace broken tiles and deep clean in ladies toilet		1,800
Localised repairs to tiles in gents toilet		400

General overhaul of sanitaryware in ladies toilets	Agenda Item 7	1,200
	Annex 1	13,000
Ramsgate Pier Yard		
Clear outlets urgently and allow for re-covering with GRP to flat roof with bituminous covering		20,000
Minor overhaul, routine redecoration of roof		500
Routine redecoration with minor repairs to textured render and external joinery		4,500
Routine redecoration including damp proof treatment and decoration		5,000
Routine decoration of ladies, gents and disabled toilets		3,000
Allowance for repairs to floors, incl routine cleaning		2,500
Replace damaged sanitaryware in ladies toilet, deepclean of sanitaryware in gents toilet		3,500
		39,000
Viking Bay (Chalet)		
Routine decoration and repairs to walls		7,000
Localised repairs and redecoration to metal and timber doors, incl linings to cubicles		2,400
Routine decoration. Replace damaged glass blocks in ceilings		7,200
Routine cleaning and localised repairs to floors		2,000
Replacement of WC seats, worktop and changing table. Replacement of electric heater		5,000
Repair of drainage		56,400
		80,000
Total Cost of Schedule of Works		279,000

This page is intentionally left blank

Annex 2 - Summary of Proposals			
Public Toilet	Revenue repairs proposed	Capital works proposed	Works to be undertaken in future phase
Birchington			
Alpha Road			X
Minnis Bay			X
Westgate			
West Bay	X		
St Mildred's Bay	X		
Station Road			X
Margate			
Marine Terrace (Buenos Ayres)			X
Harold Road			X
Harbour Arm	Refurbished in 2023		
College Walk			X
The Centre (Mill Lane)	X		
Clocktower, Marine Drive		X	
Ramsgate			
Pier Yard	X		
King George VI Park			X
Royal Esplanade (Screaming Alley)			X
Cavendish Street			X
Ramsgate Cemetery			X
Bathing Station			X
Broadstairs			
Broadstairs Harbour	X		
Victoria Gardens (Clock Tower)			X
Joss Bay	X		
Dumpton Gap			X
Viking Bay	X		
Stone Bay		X	
Botany Bay		X	
Hopeville Avenue (St Peters)			X
Vere Road			X
Crofts Place			X

This page is intentionally left blank

Tenant and Leaseholder Services procurement:

Responsive Repairs, voids, compliance and planned and cyclical works Contract

Cabinet	14 December 2023
Report Author	Sally O’Sullivan, Head of Tenant and Leaseholder Services
Portfolio Holder	Cllr Helen Whitehead, Deputy Leader and Cabinet Member for Housing
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	An Executive Decision that involves incurring expenditure anticipated to be £250,000 or above. And an Executive Decision where the Council is entering into contract with a value, over their duration of £750,000 or above
Ward:	All

Executive Summary:

Mears is the current partnering contractor that provides responsive repairs, voids and planned works for the council's social housing stock. The contract is due to expire in March 2025, therefore we have to start the procurement process now to give ourselves enough time to find our next partnering contractor.

Following a series of workshops, to ensure we apply the right model for this service, this report is seeking authority for the council to enter into a new contract for works and services as follows:

- A 10 year contract with an option to extend for a further 5 years
- For responsive repairs, voids, compliance, cyclical and planned works
- Provide an element of service for the council's corporate properties.
- Provide an out of hours service for emergency repairs
- Maintain a customer contact centre for tenants and leaseholders of the council to call to report repairs

Recommendation(s):

Cabinet is asked to authorise the following:

1. The letting of a 10 year contract, with provision to extend for a further 5 year period to enable a true alliance between contractors and client. This is for the provision of responsive repairs, voids, compliance, cyclical and planned works. This contract will also include an element of works for corporate properties.

Corporate Implications

Financial and Value for Money

This is a high value contract that will be in place for many years. We want to foster a true alliance between TDC and the contractor to ensure value for money and excellent service to our tenants and leaseholders.

Although, primarily this contract provides the services for the Tenant and Leaseholder Services (TLS), there is an element of the contract that can be used by other departments giving flexibility and access to services required.

Housing Revenue Account (HRA) and General Fund budgets are reviewed annually and include provision for:

- Improvements to assets that have reached the end of their expected life cycle
- Making sure our homes/corporate buildings are compliant with statutory and regulatory requirements
- Maintaining the health and safety and comfort of our residents in their homes and staff in our offices
- Maintaining TDC social housing stock and corporate buildings

It is anticipated there will be sufficient funding within the approved HRA capital/revenue budget to fund the capital costs set out in this report.

The General Fund elements are indicative values and will be subject to call off and a budget would need to be identified to cover the cost prior to the works being undertaken.

Summary table of estimated cost, split across TLS teams and other council departments:

Area	Value
TLS	
Compliance	£400,000
non price per property	£1,500,000
Price per property model	£1,500,000
Void	£1,300,000
Capital	£2,000,000
Minor Aids & Adaptations	£15,000
Grant funded works	£4,000,000 (£2m HRA budget and £2m match funding minimum ie 50%)
Other council departments	
Coastal Tourism and Development	£1,000.00
Operational Services	£10,000
Maritime Operations	£20,000

Safer Neighbourhoods	£2,000
Facilities	£45,000
Kent Innovation Centre	£20,000
Crematorium & Cemeteries	£2,000
Environmental Services	£10,000
Property/Asset Management	£50,000
Contingency for corporate departments	£40,000
TOTAL	£10,915,000

Detailed budgets will be reviewed and amended in line with the actual tendered costs of these works at the earliest opportunity.

Legal

The council, as a landlord of residential buildings, has a statutory responsibility to ensure that they are properly maintained, meet the decent homes and fire safety standards.

These requirements are laid out in the Consumer Standards as set by the Regulator for Social Housing.

We must also take into account the following legislation when maintaining our homes:

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

The Housing Act 1988

The Landlord and Tenant Act 1995

Homes (Fitness for Human Habitation) Act 2018

Further legislation should be noted in regards to fire safety standards:

The building Safety Act 2022

Regulatory Reform (Fire Safety) Order 2005

Fire Safety Act 2021

Risk Management

There are risks associated with not letting the contract that is seeking approval to let through this report:

responsive repairs, voids, compliance, cyclical and planned works contract

The contract is due to expire in March 2025, with no further rights to extend. This contract is highly complex, with multiple work streams, as such it is also very high in value. We need to start our procurement exercise now to ensure we give ourselves enough time to procure the right contractors.

If we do not start now, we could be at risk of not allowing enough time for a full two stage procurement procedure that will encourage more contractors to submit a tender.

If we do not procure a contract in time for the previous contract to expire we risk continuity of service provision - much of which is a legislative or regulatory requirement. We would also

risk being non compliant with Local Authority procurement legislation and our own Contract Standing Orders (CSOs) if we need to pay for this service outside of a contract.

Corporate

The council's Corporate Statement sets out its commitment to, 'Improve standards and safety in homes across all tenures.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it
- To foster good relations between people who share a protected characteristic and people who do not share it.

The council's tenants and leaseholders include residents that have protected characteristics as set out in the Public Sector Equality Duty.

The completion of the works set out in this report will benefit all tenants including those with protected characteristics.

The letting of these contracts would not discriminate against any tenant benefitting from this service, ensuring equality in access and delivery. We will complete a full Equalities Impact Assessment on the detailed service specification, once we get to that stage.

Corporate Priorities

This report relates to the following corporate priorities: -

- *Communities*

1.0 Introduction and Background

1.1 The council owns approximately 3,400 tenanted and leasehold homes. All costs, investment and income for these homes is managed within the council's Housing Revenue Account. Budgets for revenue and capital works are reviewed annually.

These services are managed by the council's Tenant and Leaseholder Services team (TLS).

1.2 In addition to the annual review of revenue and capital budgets, key decisions are also required for approval by Cabinet for any expenditure that:

- is for works or services that exceed £250,000, or
- is for a contract over a number of years with an expected value in excess of £750,000.

1.3 It is important we have the right contracts in place to enable us to carry out essential and planned works, keeping our properties in good repair - ensuring our homes are safe and comfortable and our assets do not deteriorate.

1.4 Due to the value of this contract, it is considered to be a key decision

2.0 Responsive Repairs, Voids, Compliance, Cyclical and Planned Works Contract

2.1 This service is the Partnering Term Contract that is currently awarded to Mears, the contract is due to expire in March 2025. Due to the value and complexity of this contract we need to start the re procurement now.

2.2 This service is fundamental to the delivery of the council's TLS, to customer satisfaction and to maintaining statutory and regulatory compliance for our homes. It is therefore imperative we specify a service delivery model and contract form that suits the geography, demographic and culture of TDC.

2.3 To ensure we get this right, we have the help of a consultant, Faithorn Farrell Timms LLP (FFT). They have already completed workshops with us that have informed an options appraisal. Present at the workshops were TLS officers, TDC Procurement Manager, representatives from other TDC departments that benefit from service from this contract (for example Facilities Management, Coastal and Public Realm, Property Team). The options appraisal ensures we have considered all delivery models and approaches before building our specification.

2.4 FFT has vast experience of procuring this type of contract and in areas with the same geographical and demographic characteristics as Thanet. They have a dedicated in-house procurement team of ten professionals and have procured in excess of £4bn worth of public sector procurements, including over 50 responsive repairs and total asset management Contracts. Furthermore, FFT have undertaken over 50 options appraisals and 40 value for money reviews.

2.5 There are various models by which we can frame this contract, which we explored during the workshops. We gave each option explored a strong focus on local delivery, directly employed local operatives and the use of local material suppliers. We did this for the following reasons:

- Adding social value to the area through jobs and material supplies
- Providing most efficient and responsive delivery through local supply
- Ensuring Thanet's service is given priority, through area buy-in and local knowledge
- Minimising carbon emissions by reducing travel time for operatives and material delivery.

The options appraisal is appended to this report and provides full details of all the options explored, with the pros and cons associated with each model. The options appraisal also sets out why certain models were discounted.

- 2.6 After an exploration of various contract models and forms, it is recommended that we procure a single integrated contract for repairs, voids, compliance, cyclical and planned works and services, with an element for works to corporate buildings.
- 2.7 This follows the current model, which has worked well following the disbanding of East Kent Housing and splitting the Mears contract out to the contracting authorities. We currently receive a personalised and dedicated service that has been tailored to Thanet; and have seen an improvement in partnership working, service delivery and customer satisfaction since October 2020.

3.0 Service delivery model

- 3.1 This report proposes that the council retain the current delivery model: Price Per Property (PPP) and Price Per Void (PPV), using the National Housing Federation Schedule of Rates (SOR) version 8.0 to supplement them.
- 3.2 A PPP contract model involves a fixed agreement where a service provider undertakes maintenance and repairs for a specified number of properties at a predetermined cost per property. The scope of services, quality standards, and duration are clearly defined. The model offers predictability in costs and prevents unnecessary delays in completing repairs, ensuring efficient and high-quality property maintenance.
- 3.3 We will improve value for money with lessons learnt in the current contract by:
 - Including a clear document that sets out what repairs are included within the PPP and PPV
 - Setting an appropriate cap to the price per property
 - Clearly defining what happens when works go above the set cap
- 3.4 The benefits of this model include:
 - Less administration to approve individual SOR for all jobs/voids
 - Officers focus on quality of works rather than value
 - Faster repair completion as this model means the contractor can complete works without seeking authorisation from TDC in a majority of orders (works that fall within the cap)
 - Familiar way of working for TDC officers
- 3.5 The main disadvantage or risk associated with this model is that the contractor may try to charge for exclusions inappropriately and/or cost build so that works fall outside the cap. We will apply the solutions laid out in 3.2 to mitigate this risk
- 3.6 We explored bringing the customer call centre in-house and decided that we can give a better customer experience if the contractor retains this function. This is because they have the ability to book an appointment immediately with the customer, preventing delays and the need for call backs.
- 3.7 Key requirements will be for the contractor to have:
 - A local dedicated office
 - A specialised Thanet delivery team
 - Digital integration to the council's housing management system

Agenda Item 8

- Adding retrofit for decarbonisation into the contract that includes a bid writing service for grant funding.
- Retain some elements of landlord compliance - including: Electrical Installation Condition Reports (EICR's), lift servicing and water testing.
- Continue to deliver the Aids and Adaptations service, for tenants with disabilities.

3.8 The contract will retain access for use by other TDC service areas, this includes:

- Compliance programmes for corporate buildings
- Minor and major repairs to corporate buildings
- Cyclical works to council owned buildings

This contract's primary focus is responsive repairs for the council's housing stock and therefore it is understood that it cannot provide specialised services related to other service areas.

3.9 We are keen to extend provision of certain services in-house, where we have an existing minor works team. This includes: minor grounds works, fencing, arborist services and graffiti removal. Although we have this service in-house, we also will retain provision from the main contract, to ensure resilience for these trades. However there will be no obligation to call off specific work from the new contract, if it can be delivered by the minor works team, providing an opportunity to explore expanding this in-house service over time.

3.10 It is important to note that the contract will have a very strong focus on local delivery, directly employed local operatives and the use of local material suppliers, as this will be key for driving efficiencies. An apprenticeship scheme will also be stipulated along with other social value initiatives.

3.11 We considered the option to provide the service through our own Direct Labour Organisation (DLO) or local authority trading company (LATCO) as this can provide the following benefits:

- directly managed service should in theory mean TDC would have better control of the operatives and be able to drive up customer satisfaction.
- provide a team that is entirely focused on delivering services for TDC leading to customer service benefits
- residents may have more buy-in into the model, as they see the service being delivered by TDC and not an external Contractor.

3.12 However, there are a number of significant challenges and risks associated with implementing a DLO or LATCO:

- We don't have a depot and it would take quite a substantial investment to set that up.
- We would need the extra officers to manage the blue collar workers' and fleet
- Officers/space to purchase and store materials and plant - requiring procurement
- Additional management for finance and ICT
- Initial TUPE issue as operatives transfer from the current contractor - TDC will be responsible for managing this process
- It wouldn't cope easily with peaks and troughs of work - responsive repairs are very seasonal and weather sensitive and a DLO would not have the option to balance work across clients.
- There will be a requirement to formally procure and manage sub contracts for skills and materials that the DLO does not have, for example compliance

disciplines like electrical safety, asbestos management, passenger lift servicing and maintenance.

- Further officers for contract management of subcontractors for works the DLO cannot pick up - for example, planned works/major voids. For periods of high demand that could not be covered by the DLO.
- Organisational capacity to manage a key service transition to an alternative service delivery vehicle during a period where the council is delivering a number of high profile projects (e.g. Levelling Up, Margate Town Deal)

3.13 In order to mitigate risk, the contract will be set up with a clause that allows TDC to terminate certain aspects of the contract on a no-fault break clause basis. For example, if one of the compliance workstreams, say Fire Servicing, was proving to be very challenging, TDC could serve notice on that given workstream without terminating all the other workstreams. This could then be procured with the aim of appointing a more specialist provider.

4.0 Grant funded element of works

4.1 As part of this contract we want to be prepared for any funding opportunities that might come available to us. We successfully bid for funding in SHDF wave 2.1 and are now on target to deliver works within the prescribed timescale. We did this with a bid writing and delivery partner. As this model has already worked well for us, we want to be prepared for the release of any future funding by adding this element into our new partnering contract.

4.2 To enable this, we have added a second lot that specifies a data modelling, bid writing and subsequent works delivery partner.

4.3 Advertising a second lot gives the opportunity to contractors who may specialise in this line of work but not void and responsive repairs to bid for this part of the contract.

4.4 We want the flexibility to be able to strike fast when funding is released, with an experienced bid writer that will offer an increased chance of success.

4.5 Often funding is caveated with a small delivery window. By procuring this contract upfront we can ensure we have the delivery mechanism in place to meet the timescales dictated.

4.6 This model offers the greatest success in being in a position to bid for available grants and deliver the work to ensure we receive all funding awarded.

5.0 Procurement strategy

5.1 We have taken advice from our in-house procurement team and also FFT, our consultant, in regard to the procurement strategy and propose to follow a restricted procurement procedure.

5.2 This is a two stage process where we initially invite contractors to tender with a short qualification questionnaire. This allows us to establish a robust tender list to put forward for full tender.

5.3 Contractors prefer this method for a contract this large and complex because of the amount of work it takes to submit a full tender. Where there is an unknown quantity of competition, some contractors will be put off.

- 5.4 This procurement strategy will take 18 months to complete and therefore we must begin the process in Quarter 3 2023/24.
- 5.5 Our consultant will take the lead with this procurement, carrying out the main aspects of the procurement themselves, rather than rely on our in-house team. FFT will use their MyTenders tendering portal, which will ensure the opportunity is advertised in Contracts Finder and Find a Tender and is fully compliant with the Public Contract Regulations. The reasons for this decision are as follows:
- Experts in procuring contracts for this service at this value
 - Dedicated project manager will ensure the procurement stays on track
 - This will be incredibly time consuming and would absorb a lot of the in-house team's time - potentially taking away from other important TDC procurements during a period when the council is progressing with a number of other high profile procurements.
- 5.6 This strategy follows the same strategy taken when the current contract was procured in 2016, which successfully procured Mears within the required timeframe.

6.0 Contract form

- 6.1 We intend to award a Term Alliancing Contract (TAC-1), as this is the contract that is replacing the Partnering Term Contract - which we have in place at the moment. The benefits of this is that it has been updated and uses terminology that embraces an 'alliance' between partners.
- 6.2 It is beneficial to award for a significant period, thus gaining economies of scale and building strong contractual relationships. We will procure a long term contract for an initial 10 years, with the option for a further 5 years. Keeping in mind that contracts have standard breaks in them should there be issues with performance.
- 6.3 This contract will have an estimated annual value of around £11 million, meaning it could hold a value of £165 million should it run for the full 15 years. This estimated value does not waiver from the current budget forecast and is already costed into the HRA budget plan, nor are we obligated to spend the full amount each year. For example, if there are no grants available to support retrofit measures for net zero, then that part of the budget will not be spent.

7.0 Resident Engagement

- 7.1 This contract affects all of our tenants and leaseholders in some way and is a key driver of customer satisfaction.
- 7.2 Our residents possess valuable firsthand experience of the current services provided under this contract. Their insights into the contract's performance will play a pivotal role in shaping the new contract.
- 7.3 During workshops, we used insights gathered from complaints and customer satisfaction feedback to explore potential contract improvements. This generated a comprehensive list of operational service enhancements, all of which will be evaluated and integrated into the new terms and conditions document.

- 7.4 We organised a focus group meeting with residents who expressed an interest in being involved in this process. In the meeting we explained the re-tender process and the recommendations outlined in the FFT options appraisal. The feedback received from the group was overwhelmingly positive. They endorsed the outsourcing contract model to the incumbent MEARS, affirming its efficacy in meeting TDC's bandwidth service requirements while ensuring stable and reliable customer service.
- 7.5 Engaged residents will continue to be actively involved, providing feedback and assisting in the evaluation of tenders, thereby ensuring their perspectives are central to the decision-making process.
- 7.6 In compliance with legislative requirements, we will conduct the statutory Section 20 leasehold consultation, upholding the necessary legal standards throughout the process.

8.0 Options

8.1 There are 3 options to move forward this with procurement:

1. Procure this contract using the procurement strategy as described above

The key reasons behind the recommended delivery model are:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be refined as opposed to creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model

The procurement of this contract is highly complex and time consuming, reasons for the preferred procurement route are:

- FFT are experts in procuring contracts for this service at this value
 - Dedicated project manager will ensure the procurement stays on track
 - This will be incredibly time consuming and would absorb a lot of the in house teams time - potentially taking away from other important TDC procurements
2. Procure this contract using an open procurement campaign. This is not recommended as this is not the approach favoured by the market, meaning we may not be able to attract the contractors we would like to tender.
 3. Establish a DLO or LATCO for the provision of this service. These options are not recommended, for the reasons set out in this report and in the options appraisal attached at annex 1.

9.0 Next steps

9.1 Next actions will follow if approval is gained:

- To proceed with the procurement of this contract as described within the body of this report.

Contact Officer: Sally O'Sullivan - Head of Tenant and Leaseholder Services

Reporting to: Bob Porter (Director of Place)

Supporting documents:

[Annex 1 - FFT options appraisal](#)

Corporate Consultation

Finance: Chris Blundell, Director of Corporate Services and Section 151 Officer

Legal: Ingrid Brown (Head of Legal and Democracy & Monitoring Officer)

This page is intentionally left blank

Options Appraisal

For

Repairs, Voids, Planned Works and Compliance Works

On behalf of

Thanet District Council

Prepared by

Paul Smith

Faithorn Farrell Timms

Tel: 01689 885 080

E-Mail: paulsmith@effefftee.co.uk

Date: 1st November 2023



Table of Contents

1. Executive Summary	3
2. Introduction and Background.....	5
3. Lessons Learnt Workshop	7
4. Review of Performance Data	13
5. Options available to TDC	15
6. Price Models.....	23
7. Delivery Options not supported	27
8. Routes to Market	29
9. Timeline to re-procure – Publish Jan 2024	31
10. Contract Options	33
11. Recommendations and Conclusions	35
12. Conclusion	37
13. Appendix A – Advantages and Disadvantages	38
14. Appendix B – KPI Data 2023-2024.....	43



1. Executive Summary

- 1.1.1. Thanet District Council (TDC) has commissioned Faithorn Farrell Timms (FFT) to provide independent and impartial advice and produce a detailed Options Appraisal pertaining to the delivery mechanisms for the future provision of its responsive repairs, void refurbishment works, planned refurbishment works and compliance servicing Contract.
- 1.1.2. The purpose of this Executive Summary is to provide a high-level summary of the contents of this Options Appraisal and to set out the preferred option in relation to how TDC will deliver their responsive repairs, void refurbishment works, planned works arrangements and compliance services over the coming years.
- 1.1.3. This report sets out all the stages undertaken in the Options Appraisal process and explains the rationale for the preferred option set out in this section of the report. The preferred options for the delivery of the arrangement/s are as set out under the bullet points below.
- 1.1.4. Having considered all of the available options, TDC are likely to procure a more traditional model whereby there is a Client and Contractor arrangement. In order to meet the key objectives and requirements of TDC, which include the points set out under section 3 of this report, as well as driving efficiencies across the service, the following options appear to offer the best solutions:
- A single Integrated contract for Repairs, Voids, Planned Works and Compliance Services, which will also incorporate an element of works to corporate buildings. This is very similar to the current model that TDC already successfully deliver with the current incumbent Contractor.
 - Stock Condition Surveys will be omitted from the new Contract.
 - The potential creation of a bespoke framework for planned Maintenance Works to supplement the long-term arrangements already procured by TDC.
 - A long-term Contract, potentially 10-15 years, which could be an initial 10 years with the option for a further 5 years. Also, Contract have the standard break provisions in them regardless.
 - The preferred pricing model is a Price Per Property and Price Per Void pricing model with the NHF SoR's, Version 8.0 to supplement them. There will also be Basket Rates for Planned Works and other bespoke schedules for compliance services. Key requirements of the PPP model will include a clear exclusions documents, setting an appropriate cap and defining what happens when works go above the set cap. Vandalism is also to be included in the PPP rate.
 - There was some appetite to explore whether a small in-house DLO could pick up certain aspects of the Contract, such as fencing. This will require further consideration.
 - The Contractor having a local dedicated Thanet office will be a key requirement.
 - Following the Restricted Procurement Procedure as time permits and the market are less keen on the Open Procedure.

- Use of TAC-1 as the form of Contract.
- Due to TDC's location in East Kent it was agreed that issuing a Prior Information Notice (P.I.N.) will be key to understand what market interest there is likely to be.

1.1.5. The key advantages to this approach are set out below:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external Contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be re-financing opposed to creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model.



2. Introduction and Background

- 2.1.1. TDC current repairs, voids, planned refurbishment works and compliance servicing Contract commenced on 1st April 2016 for an initial 4-year term, with the option to extend by a further 5 years. The 5-year extension was granted back in 2020 meaning that the revised Contract conclusion date is **31st March 2025**.
- 2.1.2. Mears were appointed to deliver the service across the TDC property portfolio of circa 3,500 properties. The annual value of the Contract for 2022/23 was circa £2.2m for repairs (PPP and SoR combined), circa £860k for voids, circa £600k for planned works and circa £300k of compliance works, giving an overall total of circa £4m, exclusive of VAT. The Contract is a Term Partnering Contract (TPC) 2005 (amended 2008).
- 2.1.3. With the pending Contract conclusion date just over 18 months away, TDC are looking to explore their options for the new Contract. In order to explore the options available, TDC appointed Faithorn Farrell Timms LLP (FFT), to support them to develop an Options Appraisal in advance of TDC running a full procurement. The purpose of this report is therefore to explore and set out the various Options available to TDC moving forward.
- 2.1.4. In terms of the brief for the Options Appraisal, the following methodology was agreed between TDC and FFT.
- 2.1.5. FFT would engage with TDC property services staff and other key stakeholders (Housing management, and contractors as appropriate). FFT will treat this session as an initial lessons learnt review, but can roll it out to a wider team if it's deemed appropriate.
- 2.1.6. FFT will review TDC's performance and transactional data and consider the findings to inform our further recommendations.
- 2.1.7. FFT will look at all current models for delivery and management of a day to day repairs contract including Schedule of Rates, Price Per Property, Fixed Price, Open Book, Cost Plus etc and consider their suitability for TDC.
- 2.1.8. FFT will look at all the possible 'external' delivery models (e.g. Wholly Owned Subsidiary, Joint Ventures, Traditional outsourced partnering Contracts, a DPS, etc) and provide a commentary around the pros and cons of each.
- 2.1.9. FFT will consider whether a DLO or partial DLO could be implemented.
- 2.1.10. FFT will look at all the possible Contracts that could be used and provide a commentary around the pros and cons of each. We will also aim to give some high-level budget figures with regard to how much each model may cost to procure.
- 2.1.11. FFT will look at all the possible pricing models and provide a commentary around the pros and cons of each. FFT will also aim to give some high-level budget figures with regard to how much each model may cost to procure.
- 2.1.12. FFT will consider if the Contract could benefit from being broken down into Lots – workstream based.
- 2.1.13. FFT understand the current Contract expires in 2025 and as such we will advise TDC of an



appropriate timeline to deliver the new arrangements, relative to the model selected. We will also provide advice on the different procurement procedures and the associated timelines.

- 2.1.14. Due to the differing types of Contracts that are used to deliver repairs and voids contracts, the name of the party delivering the Contract can differ from Contractor to Service Provider. The current Contracts are the TPC 2005 (amended 2008), which refers to the Service Provider. The JCT MTC on the other hand refers to Contractors. This report therefore makes reference to Contractor, Service Provider and Provider, but these all relate to the same entity.



3. Lessons Learnt Workshop

- 3.1.1. A fundamental part of the process was for FFT to engage with TDC property services staff and other key stakeholders (Housing management and contractors as appropriate) to understand how the Contract has been operated over the term of the Contract. FFT therefore treated the session as a lessons learnt review in order to understand what has worked well and what would benefit from change in the new arrangement/s. Obtaining this information is key to helping FFT set out the options available to TDC with regards to how best deliver the service moving forward. It will also be key to how the future Contract/s are compiled due to TDC's fairly remote location in North East Kent.
- 3.1.2. The lessons learnt workshop took place on 10th August 2023 at TDC's offices in Margate. Set out below are the key themes that were highlighted and discussed during the workshop.
- What is working well and what needs improving?
 - Full asset Management Contract – Repairs, Voids, Planned Works (fairly low spend) and numerous specialist compliance workstreams. Would it benefit from splitting out the planned works and/or compliance workstreams?
 - Even split repairs and voids or does one Contractor work well.
 - Does the PPP and PPV model work well for repairs and voids? Any issues with the model?
 - How does the separate PPP model work for houses and flats and does the PPP for garages work? Is there value with the latter?
 - Likewise, the separate options with and without electrical test and condition survey?
 - Are there any instances of job building (e.g. high numbers of exclusions and job building to exceed the PPP cap), job duplication, job cancellations and recalls a problem?
 - Does the outsourced Call Centre work well and does the diagnosis work well?
 - What is the Customer Journey / Experience, including communication?
 - Are the communications protocols working?
 - Are appointment times appropriate – 2hr slots?
 - Do the amended 8am – 8pm Monday – Friday slots work and is this at a cost to TDC? Likewise, Saturday mornings.
 - Priority Categories – E.g. Emergency 24/7 (attend in 2hrs, make good in 4hrs), Emergency 24hr, Urgent (7 Calendar days) and routine (28 Calendar days)?
 - Voids – Minor 4 working days, Standard 16 working days, major 3 months?



- Planned Repairs – 35 Calendar Days
- Has the situation with non complaint EICR testing been resolved?
- Likewise, 20% Condition reports annually?
- Quality Standards, including levels of Contractor/Client Inspections
- Are the levels of sub-contracting an issue?
- IT Systems / Interfaces – How do Mears update Northgate and how do they interface with TDC systems (also TDC aspiration for live tenant access, SMS etc).
- Do the KPI's work well and are they managed/changed when Contract extended?
- CPI capped at 8%, but based on average of previous year – has this worked?
- Quoted works cap at 8% and never below 5%. Do quoted works cause an issue?
- Does the process for dealing with missed appointments work?
- How is tenant damage dealt with through the PPP and PPV model and do TDC re-charge?
- How are complaints dealt with?
- What is the level of data like, as this will be key for future models?
- Do TDC have resourcing issues? E.g. Does a PPP represent a resource light model that makes it easier for TDC to manage.
- What are the Contract Management measures in place?
- How effective has the TPC Form of Contract been on the Contract?

3.1.3. Further to the above, we have listed below the key feedback from the various stakeholders who attended the workshop.

- Kitchens and Bathrooms are being procured separately, so will sit outside the new Contract/s, as a 7-year Contract is being procured.
- Mears struggle to resource Planned Refurbishment works. Mears also struggle to onboard their supply chain.
- Gas servicing and breakdown cover sits outside of Contract, and this will be the same moving forward. A long-term Contract has been awarded to BSW.
- Pest Control sits outside the Contract and asbestos is only included on voids, although it was suggested that asbestos (removal / testing) should be included in the new Contract. Although consideration will need to be given to the poacher and gamekeeper situation). Interestingly, FFT have spoken to Folkestone and Hythe District Council, and they have advised that the TDC model for voids always worked better under East Kent as asbestos



and gas were included in voids.

- The combined PPP/EICR model works well in the main, although there have been some issues around the delivery of EICR's.
- Consideration is required in relation to including vandalism within the PPP model if a PPP model is retained.
- Discussion took place with regard to the potential omission of EICR's and the associated repairs. Interestingly, FFT have since spoken to Folkestone and Hythe District Council, and they have a similar issue and Mears use the same electrical sub-contractor with them. The feeling was to include EICR's in the new Contract, but further discussion required. If retained TDC could use the 5 yearly EICR tests an opportunity to carry out a damp and mould survey.
- Corporate services are included in the Contract and a further session with corporate services will take place. The value is circa £300-500k. Please refer to the notes at 3.1.5 of this report in relation to the meeting that took place with corporate services on 20th September 2023.
- Overheads and profit are included in the PPP and PPV costs and are not paid as additions.
- There was support for adding water testing, including tanks in tower blocks into the new Contract. The overall feeling was for it to be included.
- There was support to include lift servicing and fire alarm servicing in the new Contract/s.
- The call centre has struggled with regard to gaining access and takes up a fair amount of TDC time. It was thought to lack efficiency and can fail to be pre-active at times. That said, there was still a lot of support for an outsourced call centre, although a local Thanet office with a shared space would be important moving forward. There were a number of pros and cons of outsourcing the call centre.
- Any local office would need to be specific to the TDC Contract and not linked to other Contracts.
- The supply of materials can be an issue, with Mears only really using Travis Perkins.
- There was support to add fire safety works, including fire doors and fire door replacements, to the new Contract.
- Whatever the new Contract/s look like, there is a need to include damages for the likes of late voids delivery.
- There was some support to explore whether the likes of Plentific could add benefit to the new Contract/s. Discussion took place around the benefits of such a model and the overall feeling was that this would not be the preferred solution for TDC, especially given their location and the different workstreams.
- The level of work undertaken in TDC's void properties is significant with full refurbishments commonly undertaken. The new void model will need further consideration at the design phase. The current void process is very resource heavy and this needs consideration during the tender preparation phase.
- Retrofit and decarbonisation are currently excluded from the Contract.
- There is evidence that job building can occur on the larger repairs and this needs looking at further in the new model. There was also discussion with regard to when is a repair not a repair.
- There was discussion around the need for a major repairs team to support the day to day responsive repairs team, e.g. a skilled support team to pick up more complicated repairs.
- Aids and adaptations are included and work well.



- The management of sub-contractors needs to be clearly defined in the new Contract/s. The operatives of Mears electrical sub-contractor do not wear Mears uniforms and residents are not updated with regard to a sub-contractor attending their property.
- Recalls on repairs have not represented a notable issue.
- The co-ordination of different trades often represents an issue, especially where there is a reliance on sub-contractors.
- Jobs being cancelled and then re-booked is however more of an issue and needs reviewing.
- Follow on works can often be an issue with responsive repairs.
- AM / PM appointment slots work well, but consideration to be given to moving to 2hr slots.
- The 8am to 8pm appointment slots are thought to be overkill.
- Communication is an issue. Late cancellations and missed appointments do represent an issue and the new Contract needs to include damages for such situations.
- Resident satisfaction is currently at 89%, so in general, positive.
- The integration between the Client and Contractor IT systems needs improving.
- The interface between Mears MCM system and TDC's NEC system causes some issues and TDC are not aware of what is raised through MCM. TDC only see the job ticket, they do not see the detail and evidence behind the job ticket. There is also a lack of access to MCM.
- Mears commonly cancel urgent repairs and raise them as routine repairs, but don't update TDC.
- There is a lack of comm's on communal repairs.
- Vandalism is excluded from the PPP model. Mears are however good at flagging such damage.
- When a repair is a tenant's responsibility, Mears do push back on these.
- The WIP (work in progress) is generally good, but there is no visibility with regard to whether jobs are being cancelled and re-raised.
- Void turnaround times are in the main good, with key to key times positive.
- TDC do not include decorations within voids. Decoration vouchers are offered.
- Moving forward, FFT will explore the options available to TDC with regard to re-charging for rent loss and also incentivising rent gain on voids, e.g. early delivery.
- TDC pay 5% on quoted works.
- The level of quoted works can be an issue and specialist work need to be clearly defined in the new Contract/s.
- A full time Resident Liaison Officer will be required.
- The complaint management process needs to be clearly defined.
- Social value clauses need to be included with the potential for tenderers to set out their annual offering to TDC. Further work required. Likewise, around the number of apprenticeships / local recruitment per annum.
- In terms of the cost model, there was a fair amount of support for the PPP/PPV model as this has worked well for TDC in the main. The inclusions list does however need to be refined and vague descriptions need to be removed with clear parameters for how the model will operate defined.
- The PPP cap will also need to be considered with a potential cap of £500.00 set on included repairs. FFT will set up a model that protects TDC against job building.
- It was agreed that TDC will use Version 8.0 of the NHF Schedule of Rates to supplement any PPP/PPV model.



- The TPC Form of Contract and the Partnering ethos have worked well in the main.
- A shared call centre is a key requirement for the new Contract. TDC and FFT will explore the benefits of moving to the Term Alliance Contract (TAC-1), which is a more modern version of TPC.
- It was agreed that the new Contract should be long term, with 5 + 5 + 5 suggested. All the relevant Forms of Contract will have break clauses as standard anyway.
- There was a fair amount of debate around the different delivery models and the overall feedback was that there was no real support to create a Joint Venture, a Direct Labour Organisation or a Wholly Owned Subsidiary. The main reasons being due to the associated set up costs, the risk that transfers to TDC and the size of TDC. FFT will explore these options further in this report.
- There was however, some support for the potential direct delivery of certain specialist works.

3.1.4. Further to the above, TDC and FFT also met with Mears on 6th September to understand how they feel the Contract has operated in Practice and also to understand what, if anything, should be considered when re-procuring. We have listed below the key feedback from the session with Mears.

- Mears feel the Contract generally works well and as such it would benefit from tweaking opposed to wholesale change.
- They feel the PPP and PPV model works well.
- They can only deliver the electrical aspects of the Contract through a sub-contractor.
- They admitted to experiencing issues with the delivery of the EICR programme, but advised that some of this was due to non traditional programmes being issued. This has now improved. This could be one area for review.
- There was discussion around the stock condition survey, and it was agreed that this may sit best outside of the Contract/s.
- Mears advised that for a Contract to be attractive to them it would need to be circa £6m a year. There are however a lot of factors that would also need to be considered from FFT's experience, including the likes of profit margins, location, client relationship. FFT would not therefore propose making any decisions on this alone.
- A long-term Contract is key to making the Contract attractive. A 10-year term with the ability to extend for a further 5 years was mentioned.
- Mears feel repairs, voids, compliance and NetZero workstreams all fit well together. They also feel planned and responsive link well.
- Mears advised they would be happy with either an Open or Restricted Procedure procurement process, although FFT are unsure if they fully understood the question.
- The KPI's need to be concise and the recent work undertaken has certainly benefited



these.

- Mears feel complex repairs and disrepair claims can be better managed under a PPP model.
- The timescales for emergency repairs, urgent repairs and routine repairs works well.
- A cap on the PPP of either £500.00 or £1,000.00 is sensible.
- Consideration should be given to whether pumps and meters are included in the new Contract.
- Could the new Contracts be set up to allow heating outside of Gas to be picked up under the new Contract?
- The 8am to 8pm appointments were discussed and these only operate on the ability to react to such appointment slots, they are not offered out as standard.

3.1.5. Further to the above, TDC and FFT also met with TDC's corporate team on 20th September to understand what, if anything, they would like to see included within the new Contract. Set out below is the feedback from the session on 20th September.

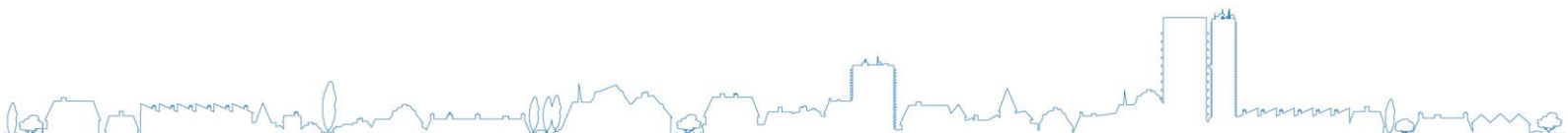
- At present TDC corporate (TDCC) do not have a direct link with Mears and any work undertaken is via quoted works as the SoR's are not applied.
- TDCC would like the option to use the new Contract, but likewise do not want to tied down to using it and need to option to go elsewhere.
- The total value of works undertaken is circa £600k, of which £200k was from the estates team.
- The new Contract could offer up the options to deliver repairs and planned works and the tender could contain different uplifts for working on corporate buildings.
- It was agreed that the annual value for the new Contract will be circa £300-500k, but this will come with a no work load guarantee.
- It was agreed that all the buildings that could be covered under the new Contract will be clearly listed in the tender TDCC to provide.
- The tender documents will make it clear that any works delivered to corporate buildings will be via separate Orders and separate clienting.
- Technical services are also looking to tender this year and civils will always sit outside of the new Contract. Works to the likes of roofs to coastal shelters could however sit in the new Contract.
- Out of hours repairs could form part of the new Contract, but they would need to sit outside of any PPP model and be paid on attendance and SoR's.
- Car park and cemeteries could also be covered. Clear site details will be required.
- If using the new Contract, the documents will make it clear who can raise orders from TDCC's point of view.
- Sub-contractor qualifications and competency need clearly defining in the tender. Likewise a question on managing sub-contractors.
- A minor works team does exist, but it currently only includes 2 operatives. TDC may look to expand this.



4. Review of Performance Data

4.1.1. FFT have reviewed the KPI data provided by TDC for the year between April 2023 and July 2023. FFT have added a RAG status colour coding to the year to date KPI results. Four of the eighteen are rated as Red where they are failing to hit the targets, with the most notable issue being around EICR delivery, although FFT understand from discussion that things are improving. Five of the eighteen are rated as Amber as they are either very close to achieving the KPI or there is no data on the KPI year to date. In terms of KPI 8, this meets the KPI for being less than 5%, but fails the KPI due to those failing the KPI do so by exceeding one month. Nine of the eighteen KPI's are rated as Green as they exceed to the KPI targets year to date. For ease of reference, a summary of the KPI data year to date is provided in the table below:

KPI Ref	KPI Description	Target	Year to Date
KPI 1	Customer Satisfaction	92%	88.5%
KPI 2	Emergency 4HR jobs completed on time	100%	99.83%
KPI 3	Emergency 24HR jobs completed on time	100%	99.28%
KPI 4	Urgent - Response 7 Days	98%	98.80%
KPI 5	Routine - Response 28 C Days	98%	98.01%
KPI 6	Specialist - Response 35 C Days	98%	93.52%
KPI 7	Average Days To Complete Non-Urgent Works	Average 15 days	10.82
KPI 8	Overdue Orders	<5% / 0%	3.3% overdue/46.72% of those overdue over 1 month
KPI 9	Appointments Made and Kept	96%	97.17%
KPI 10	Work Completed in One Visit	80%	81.60%

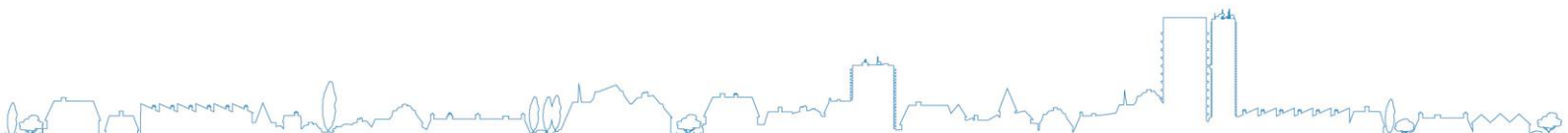


KPI 11	Void Times (Minor/Standard)	Average 10 days	10.02
KPI 12	Void Times (Major)	Average 25 days	22.62
KPI 13	Void Times (Specialist)	Average 35 days	40.92
KPI 14	Major Adaptions	Within 3 months	100%
KPI 15	Compliance - EICR Delivery	100%	36.14%
KPI 16	Compliance - FRA Delivery	100%	No Works at Present
KPI 17	Compliance - Lift Servicing Completions	100%	100%
KPI 18	Compliance - Fire Alarm Servicing	100%	100%

4.1.2. We exception of KPI 15, there does not appear to be any major alarm bells ringing, with performance generally good overall.

4.1.3. The KPI data provided is also provided at Appendix B for ease of reference.

4.1.4. Moving forward, FFT would recommend that the KPI's and associated KPI targets are reviewed when re-procuring the new Contract/s, as whilst the KPI's are all standard KPI's FFT would expect to see and the targets are within an acceptable tolerance, they would benefit from a review.



5. Options available to TDC

5.1.1. In order to ensure all the options available to TDC are considered and to make sure the preferred solution best meets the long-term requirements of TDC, the following options have been considered as part of this appraisal:

- Re-procurement of existing arrangements
- Individual Single Contracts
- Single integrated Contracts
- Multiple integrated Contracts
- Dynamic Purchasing System
- Joint procurements/shared services
- In-House Capability
- Joint Venture
- Wholly Owned Subsidiary
- Mixed Economy – a combination of some of the above options
- Full range of pricing options considered, including Price Per Property / Price Per Void, Schedule of Rates, Open Book, Average Job Value, Agreed Maximum Price or Target Price.

5.1.2. It is important to note that which ever option TDC go with, it will have a very strong focus on local delivery, directly employed local operatives and the use of local material suppliers, as this will be key for driving efficiencies whether through an outsourced contractor/s, an insourced delivery model or another form of delivery model such as a Joint Venture.

5.1.3. FFT has set out the service delivery options and a commentary on the advantages and disadvantages and risk with each at **Appendix A** for further information.

5.2. Extended existing arrangements

5.2.1. This is not an option as the Contract has been extended for the maximum possible length. Any further extension would be in breach of the Public Contract Regulations 2015 and could result in a challenge from a Contractor or the Crown Commercial Service Public Procurement Review Service.

5.3. Re-procurement of existing arrangements

5.3.1. This approach offers familiarity to TDC in so far as they may re-procure the current arrangements and use their experience to amend the Contract to influence delivery, drive value and improve service. We understand from discussion that there is still support for a Price Per Property and Price Per Void model, but other pricing models do need to be considered. There was also a fair amount of support for considering whether to keep all the current workstreams and potentially also introduce the likes of water testing.

5.3.2. Due to the above, re-procuring on a like for like basis does have support, although there are some areas to be refined.

5.4. Multiple Individual Single Contracts

5.4.1. This approach would allow greater flexibility and control for TDC and may encourage smaller specialist firms to tender for the Contracts. For example, splitting the repairs, voids, planned



and compliance services and also potentially splitting by regions, accepting that Thanet is not a widely dispersed Contract. The risk of having only one main Provider is mitigated as risks are spread across a range of contractors and would allow TDC to utilise contractor's expertise in their field. It is also possible that smaller Providers may have reduced overheads and preliminaries that could drive other efficiencies. The key benefits will be the ability for TDC to spread the risk of poor service delivery and potentially appoint smaller specialists. The disadvantages are that TDC will have to manage multiple Providers, which will be resource heavy, and the pool of Contractors in and around Thanet may be limited in number. Reducing the scope of the Contract is also likely to make the opportunities unattractive to the larger tier 1 Contractors such as Mears.

- 5.4.2. However, this approach will require significant client coordination and internal resources in order to manage a larger number of contracts simultaneously and address the complexities associated with multiple IT systems in operation, and could result in a loss of synergy across workstreams and regions, with potential duplication of works. The contractors are also less likely to invest and innovate within the contract due to potentially lower contract values and lack of scale and there is the possibility for complex TUPE issues associated with multiple individual contracts. Should this be a preferred option for TDC, there are a lot of aspects that need further consideration in terms of how this would work in practice and for these reasons, this option may not be attractive to TDC. A more attractive option may be to remove area specific workstreams that prove challenging for TDC. Although from the overall feedback, the Contract does appear to operate fairly well.

5.5. Single Integrated Contracts

- 5.5.1. This mirrors the current set up and has the advantage of unifying and co-ordinating work streams and geographical regions through a single provider. It can integrate responsive repairs, void refurbishment works, compliance servicing and also planned improvement works to get cohesion and better value in terms of preliminaries and overheads. It also simplifies the contract management arrangements with a single provider to manage. The size of contract will make it attractive and should lead to more competitive bids. It is inevitable that the main contractor will sub contract work elements and charge a management fee (within the tendered sum) to manage the sub contract(s), but this could also be the case on smaller single Contracts. The provider should also be more willing to invest in the likes of IT systems, social value and training and also drive efficiencies through their supply chain, although this may not be the service TDC are currently experiencing.
- 5.5.2. It does mean that there is a high risk if there are any issues around service failure or insolvency; TDC will have limited options to modify the delivery model. If the contract works well, it can have significant benefits, however if the service or relationship fails, it has the ability to create serious Council wide consequences. That said, it should also create an ethos whereby the two parties work in partnership to resolve and overcome issues that arise. A single contract may also work against the use of local contractors and special measures can be included to encourage the principal contractor to use local sub-contractors and labour. The biggest risk for TDC with this approach is that they will have all their eggs in one basket, so a second tier of support providers could be a logical solution. TDC also need to consider if a sole provider will support their approach to zero carbon, as a single provider may have a larger carbon footprint, unless it is using local regional based operatives and supply chain partners.

5.5.3. In order to mitigate the risk to TDC, the Contract can be set up with clause that allows TDC to terminate certain aspects of the Contract on a no-fault break clause basis. For example, if one of the compliance workstreams, say Fire Servicing, was proving to be very challenging, TDC could serve notice on that given workstream without terminating all the other workstreams. This could then be procured with the aim of appointing a more specialist provider.

5.6. Multiple Integrated Contracts

5.6.1. This has the benefits of integration and co-ordination of service areas, whilst avoiding the risk of a single provider. TDC could look to increase the number of integrated Contracts to create smaller regional Contracts and encourage specialists in those areas, but due to the relatively limited pool of providers who specialise in responsive repairs Contracts, it is likely that the same providers are likely to apply. It may also make the opportunity unattractive to the larger providers in the market, such as Mears, Ian Willams, Breyer Group, United Living, Fortem, etc. This option should however be considered if TDC are looking at encouraging SME's and smaller providers to tender, as having multiple contracts will reduce the value of each contract.

5.6.2. It provides the opportunity for TDC to benchmark across similar contracts and to compare satisfaction and value for money. It also provides TDC with the potential comfort of step in rights for service failure or insolvency.

5.6.3. As with single Contracts, this approach will require significant client coordination and internal resources in order to manage a larger number of contracts simultaneously and address the complexities associated with multiple IT systems in operation and could result in a loss of synergy across regions. The contractors are also less likely to invest and innovate within the contract due to potentially lower contract values and lack of scale and there is the possibility for complex TUPE issues associated with multiple individual contracts. Should this be a preferred option for TDC, there are a lot of aspects that need further consideration in terms of how this would work in Practice and for these reasons, this option may not be attractive to TDC.

5.7. Dynamic Purchasing System

5.7.1. Dynamic Purchasing Systems (DPS) are certainly gaining traction in the market, and they have their part to play with the delivering of asset management Contracts, and as a Practice we have recently set these up for a number of our clients. We commonly see them used to support a DLO or a main Service Provider in the form of back up support and the Plentific model is a prime example of this. Whilst Plentific is a well known DPS that operates in the repairs market, there are a number of others such as Arthur, YourKeys and Landlord Vision that also operate in similar markets. TDC would also need to ensure that any DPS operates a complete repairs service and does not just act as an approved list of suppliers that a client can choose from. TDC would therefore have two options in that they could procure their own DPS, or they could use a DPS that has already been set up, such as Plentific. Due to TDC's location, Plentific may not be a feasible option, as whilst its coverage is not nationwide, it has a stronger coverage in London and the Home Counties and although Thanet is part of Kent, it is located on the far East coast and as such coverage would need to be checked further. The issue with setting up your own DPS is the level of management associated with this, as Providers are able to join the DPS at any stage as long as they meet the minimal requirements. The big advantage of a DPS is that it should encourage local SMEs to apply who should be capable of providing a responsive service to TDC. It can also remain in place for significant periods of time and 10 to 15 years is not



uncommon. A DPS is a “live” process and contractors can apply to join at any point. It does not however guarantee longevity in workload, unless TDC issue calls for competition to create long terms arrangements with providers on the DPS.

- 5.7.2. Whilst a DPS has many advantages it is unlikely to be best suited as the primary delivery model for a responsive repairs service for a client the size of TDC. TDC would also need to consider whether they would have to create regional arrangements as it is possible that a number of providers applying may not be able to service TDC’s entire property portfolio and all the various workstreams. There are also other key areas to consider in terms of value for money as a responsive service with no guarantee of workload often comes at premium price. TDC would also need to consider how they would re-charge leaseholders and how the DPS would be consulted on. These are also considerations for TDC should this be a preferred solution, including the likes of the customer experience, resources required to manage a DPS, set up costs, Health and Safety and general compliance of those on the DPS as well as the average cost of a repair under a DPS, and for these reasons a DPS may not be the preferred option for TDC in terms of the primary source of delivery.
- 5.7.3. Another consideration is how TDC would deal with leaseholder re-charges via a DPS and what the process would need to be with regard to Section 20 Consultation. Especially with likes of Plentific, as Leaseholder will not have been consulted when it was set up, or another DPS were to be introduced.

5.8. Joint Procurements/Shared Service

- 5.8.1. There may be benefits in procuring with another provider to make contracts more attractive to gain economies and strengthen management. This approach is used to establish a joint Framework Contract. There should be procurement economies by sharing costs and contract management economies through a streamlined process. There needs to be similarities of approach of the partners to ensure a common purpose. Different time scales and priorities may impact on the speed of procurement. FFT’s experience is that the necessity to meet the requirements of more than one client tends to dilute the focus. Furthermore, our experience is that it is uncommon that two or more Contracting Authorities with similar requirements are going to the market at the same time and as such, FFT have not been involved with a single joint procurement or shared service over the last ten years. It is more common for a merger or takeover to occur, whereby the different repairs Contracts eventually become combined.
- 5.8.2. However, it also needs to be noted that TDC have experience of a joint procurement with the East Kent Housing model, whereby four local housing providers joined together under one umbrella to deliver a service. Ultimately this model did not deliver the benefits it was hoped, and each authority reverted to manage their own contracts. Since the split from East Kent Housing, FFT understand that the service experienced under the current Contract has improved and for the reasons set out above this is unlikely to be a feasible option for TDC. It should however be noted that TDC are in a unique position, whereby three other Contracting Authorities with a similar stock size in close locality, will be going to the market at the same time. That said, FFT have spoken to Dover and Folkestone and Hythe as well as yourselves and there does not appear to be any appetite amongst the Contracting Authorities to jointly procure.



5.9. In-House Capability

- 5.9.1. An In-House Capability, which is more commonly known as a Direct Labour Organisation (DLO), has economic benefits through VAT savings on staff costs and means the service can be directly managed, which should in theory mean TDC would have better control of the operatives and be able to drive up customer satisfaction. This can lead to opportunities for early innovation and avoids the risk of the failure of an external contractor. It can provide a team that is entirely focused on delivering services for TDC leading to customer service benefits and any surplus can be reinvested. The In-House Capability can be part of the service delivery, targeted at problem areas or specific services, working alongside external contractor delivery or indeed provide full delivery. The big positive for a DLO, is that residents commonly buy into the model, as they see the service being delivered by TDC and not an external Contractor. From the workshop, there was some discussion with regard to whether creating a small DLO to all or an aspect of the Contract could have benefits. There are however a number of risks associated with this and these were seen to be a real obstacle with regard to implementing a DLO.
- 5.9.2. An In-House Capability requires different skills to manage the service – blue collar workers', fleet management, materials purchase, and will also require additional management for finances, IT and materials and plant. There will also potentially be an initial TUPE issue as operatives transfer from the current contractor and TDC will be responsible for managing this process, where previously it would have been dealt with by the HR departments of the provider partners. There will be a requirement to formally procure and manage sub contracts for skills and materials that the In-House Capability does not directly have, although if the DLO is just set up to deliver voids, this may be less of an issue. However, TDC is likely to have reasonable buying power in the market to attract a good pool of sub-contractors and suppliers and is likely to be an opportunity for small local providers. Also, as a 'contractor' with a single client, it is harder for an In-House Capability to deal with peaks and troughs of work as it does not have the option to balance work across clients and this will require careful management.
- 5.9.3. In terms of the effectiveness of existing DLO's, FFT currently work with a number of clients who have an in-house DLO to deliver their repairs and voids Contracts. One of our clients, who we would class as a mid size Contracting Authority, successfully delivers their repairs service using a DLO, but struggles to deliver planned works, larger voids and complex repairs in-house and as such they use external Contractors to support their DLO with the larger more complicated repairs and voids. It is worth noting that they operate in a very concentrated location and as such, travel time is significantly reduced. This is not greatly dissimilar to TDC. If a DLO were to be a feasible option for TDC it is unlikely they would be capable of delivering all the various workstreams currently delivered by Mears, although it could be argued that Mears also subcontract out a number of workstreams. However, doing this would mean the VAT savings obtained on labour would be lost.
- 5.9.4. Two other larger clients with significant property numbers have a large DLO; one does not pick up planned works and the other picks up the more straight forward planned works such as new kitchens and bathrooms. Both struggle to deliver larger complex repairs and voids and also specialist repairs. Whilst the DLO operates relatively successfully and there is no desire to move away from a direct delivery model, it does require the support of other externally outsourced contractors.
- 5.9.5. FFT's general experience of DLO's is that they can be a successful way of delivering repairs and



voids, but they struggle to pick up complex planned works and larger voids where there are various trades involved, as they commonly do not employ the likes of roofers, scaffolders, drainage operatives, etc.

5.10. Joint Venture (JV)

- 5.10.1. The concept is a simple commercial arrangement between two separate bodies, in this case TDC and a contractor / service provider. Within the registered provider sector, this delivery model had become more popular a number of years back, but in more recent times we have seen less Joint Ventures created, although FFT were involved in the procurement of A2Dominions JV's, which operate on a 70/30 split between A2Dominion and the two Contractor Partners. Another example of a JV is the partnership between Town and Country and Wates Living Space, which has recently been re-procured and has switched to Fortem. JVs are however more commonly formed to deliver new homes between housing providers and developers. The reason for the increase was due to the ability for it to utilise a collective pool of assets and resources, towards a common objective. Collectively through a joint venture company ("JV"), parties are able to attract additional finance and resources that would otherwise be unavailable. JVs are formed to procure and deliver services, invest in assets, strategically lead and manage a development project or provide a combination of these. The JV is intended to be profit making and the parties to it will take a pre-agreed percentage share. Likewise, the parties also share the risk and as such will take a pre-agreed percentage share of any loss or set up costs. It is the RP that will be the majority shareholder, and they will take the larger percentage profit share / risk. It is acceptable for an RP to make a profit. The percentage shareholding profit ratio split will range usually between 51%:49% and 70%:30% depending on a number of complicated factors including tax advice and a benefits model.
- 5.10.2. A JV would be an option if TDC wished to combine its services within a single entity; it is a form of a single contractor solution. Whilst the advantage is that TDC would have greater management control, this brings with it greater risk as it involves risk sharing; it is suitable where a jointly owned and managed business offers the best structure for the management and mitigation of risk and realisation of benefits whether they involve improved public sector services or revenue generation. It should not be seen as a delivery model in which the public sector seeks to transfer risk to the private sector through the creation of an arm's length relationship. For RPs, it may be more likely to consider a JV for a specific development or regeneration opportunity rather than as a means to deliver landlord's statutory maintenance services, although the likes of A2Dominion and Town and Country have done this with a degree of success, with A2Dominion coming towards the end of the initial ten year period and are looking to extend for the optional additional five years for at least one of their two JV's.
- 5.10.3. Whilst RPs can obviously benefit from the transfer of risk and day-to-day management obligations to a JV Co, they must also appreciate the consequent risks associated with creating such a delivery vehicle. These may involve potential personal liabilities for directors, the risk of insolvency, the inevitable time and costs involved in establishing companies and abiding by the regulatory provisions of the Companies Acts. A number of issues must also be clarified before launching into such an arrangement including identifying funding to establish the JV, an RPs' ability and legal method for entering into the arrangement, the scope of the RPs' involvement, and permitted activities and respective limits on the potential liability of the respective parties, as well as an exit strategy. Specific, specialist advice would be needed on the tax issues associated with a JV if this option is seriously considered. Setting up a JV requires a long lead in



period, usually of a couple of years, to resolve the purpose and structure of the JV, find the right partner and get the necessary approvals. It also comes with considerable expense in terms of procurement support, legal advice, tax advice and just as importantly, the amount of internal resource that will need to be allocated to setting up a JV.

- 5.10.4. If TDC were to consider setting up a JV, due to their size and spend profile, they would need to put as many services as possible into the JV to fully experience the benefits.

5.11. Wholly Owned Subsidiary (WOS)

5.11.1. This is a subsidiary company, wholly owned by TDC that operates with the permission of the controlling entity, with or without direct input. Its purpose is to provide TDC with the control over the means of delivery (to avoid contractor insolvency) by creating a labour agency, which provides VAT savings, and an external contractor will be appointed to manage delivery of services in return for a management fee, usually around 25% of service value. As part of its role, the contractor addresses material and equipment supply and the sourcing and management of sub-contractors. In principle, the more work that goes through the WOS, the greater the saving. It places risk with TDC but does not have the profit-sharing advantages of a JV and does not provide the same incentives for the partner (with the service delivery experience) to drive efficiencies and value. It is similar to the In-House Capability but introduces external commercial management which should make the delivery more financially focused. A WOS is arguably the mid-point between a JV and a DLO.

5.11.2. A WOS would enable TDC to derive many of the benefits of an In-House Capability, such as control over labour, resources and service standards, but have the support of the contractor in key areas of Human Resource management and would enable TDC to develop their in-house expertise in this area in preparation for transition to a full In-House Capability.

5.11.3. A WOS can offer a vehicle to deliver the VAT savings on labour, as is the case for a JV however, it may be less attractive to the market due to its relatively rare use and therefore may limit competition.

5.11.4. A WOS is likely to be of benefit if the Contracting Authority does not consider that they have the current skillset to manage the functions of an In-House Capability at the outset but do wish to leave their options open to deliver under an In-House Capability model over time. Like with a JV, setting up a WOS requires a long lead in period, usually of a couple of years, to resolve the purpose and structure, find the right management partner and get the necessary approvals. It also comes with considerable expense in terms of procurement support, legal advice, tax advice and just as importantly the amount of internal resource that will need to be allocated to setting up a JV. The other key consideration is that TDC would be responsible for the transfer of a considerable pool of staff from Mears, with the added risk that if insufficient staff were to transfer from the Service Provider, resources would then need to be recruited. This would be a risk to highlight due to the scarcity of resources currently with contractors choosing to try and retain their staff. TDC would have to lead on a significant recruitment process at a time when the market is struggling to appoint good trade operatives.

5.12. Mixed Economy

5.12.1. A mixed economy could be a combination of the various options considered above. For example, TDC may feel that a Single Contract to deliver the service across their entire stock



portfolio may drive the efficiencies they are looking to achieve, but in order to de-risk the “all eggs in one basket approach”, they may feel that having a Dynamic Purchasing System set up to provide a framework of support Contractors / Specialists, who can deal with peaks in demand or periods of increased work in progress (W.I.P.), is a viable solution. This could however prove unattractive to the larger tier 1 Contractors who may see this as undermining the main Contract. Another example would be a Single Contract to deliver repairs and major voids, with a small DLO set up to deliver everyday voids. Planned works could also be delivered by a pool of separate Contractors under a Framework arrangement. These are just two examples of a mixed economy but gives TDC greater flexibility in terms of identifying a Hybrid solution. The pros and cons associated with each should be considered as set out under each option.



6. Price Models

6.1. Price Per Property

- 6.1.1. The contractor is paid a flat rate for each home in the contract, irrespective of the number of repairs in each home. There is usually a ceiling on value and a list of works that fall outside the scope of the PPP arrangement. This passes risk to the contractor but also encourages them to fix first time to limit visits to any home. It also encourages them to keep to appointment times to gain access. The improved efficiency should benefit residents, drive up customer satisfaction and allow the Contracting Authority to focus resources on other key areas, however the model also comes with its challenges around managing exclusions, dealing with variations and providing adequate data to allow the market to price a PPP model. If the data is poor, then the market will price in the risk and a client can end up over paying for it's repairs and voids service. Furthermore, some PPP models were found to be inflexible during the recent COVID pandemic. PPP models operate on a wide range of parameters, including repair caps ranging from £250.00 up to £2,000.00. Depending on the level of the cap and what is excluded from the PPP, the costs of a PPP model can fluctuate from £250.00 up to £750.00 per property so it is very difficult to benchmark PPP models against one another, as there are so many variants that impact each model.
- 6.1.2. Voids can be covered in a Price Per Void (PPV) arrangement. This can either be a single price or price bands as described above. Whereas the PPP will give TDC an annual cost for repairs, the PPV does not set a specific annual cost as the total cost will be determined by the volume of voids presented, but an agreed monthly number can be set with a reconciliation process occurring every quarter to align expenditure with the actual number of voids delivered.
- 6.1.3. With both PPP and PPV, the provider will try to identify works as out of scope to get paid rather than have them covered by the fixed price. If the definition of out of scope is not clear, this can result in significant debate over the marginal items. It can also see providers look to build works up to exceed a cap if the model is not set up to operate in the correct way.
- 6.1.4. The PPP/V arrangement should significantly reduce client management as there is no debate on the cost of the majority of repairs falling within the PPP/V solution. It should also provide greater certainty of costs against budget as the majority of costs for repairs are fixed.
- 6.1.5. The key for TDC would be to reduce the number of out-of-scope items with a comprehensive inclusions and exclusions document. The out-of-scope works are the main area of friction. FFT is aware of several examples where client and contractor have poor relationships as both consider the other is trying to exploit the in scope / out of scope definition. This can be overcome by reviewing the repairs / issues that are causing debate and adjusting the in scope / out of scope definition to clarify the treatment of recurring items to avoid future debate.
- 6.1.6. The key to the success of a PPP model is good data being provided to the market at tender stage, as the market will rely heavily on this to arrive at their PPP figure. Failure to provide good data will either result in the market pricing in a significant risk factor or conflict occurring when the provider is unable to deliver the Contract for the tendered rates.
- 6.1.7. The PPP model is now a common means of delivery with a considerable number of Contracting Authorities electing to go down this route. TDC themselves also have experience of this type of



model having successfully operated it over the past 9 years. The success of these Contracts will differ depending on how they were procured, what the data was like when they were procured and more importantly how well they are managed.

6.2. Schedule of Rates (SoR)

- 6.2.1. A SoR is a detailed, extensive list of thousands of repairs, by trade type, each with an indicative cost against it. The sector standard is the National Housing Federation SoR. Version 7.2 is the latest edition, although Version 8.0 was released in August 2023 and FFT are currently in the process of using this with Medway Council and Southend Borough Council. Each item is allocated a code and cost to cover labour, materials, overheads and profit. This usually includes travel to the works. Costs are either per item (tap / sink) or by size (linear metre, square metre, etc). Several codes may be used to undertake works.
- 6.2.2. When tendering, suppliers offer to undertake works with a standard variation to the SoR cost (usually plus or minus a given %). Up until 12-18 months ago, we were commonly seeing low minus figures against Version 7.2 of the NHF, but more recently we are seeing double digit plus figures as material and labour costs rise, and availability becomes more challenging. All codes used are then adjusted by this rate. TDC can ask the contractor to include overheads within the tendered rate or ask for these to be identified as a separate tendered item.
- 6.2.3. The SoR code rates combine labour and material costs. While it aims to be accurate, some rates offer the contractor a better return on costs than others. For example, painting costs are usually considered to be poor. When pricing, the contractor aims to get a balance between poor and good rates. This is partly based on expectations on the volumes of work in each trade area. If actual volumes differ, this can impact on the profitability of the contract.
- 6.2.4. Some rates within the SoR will not cover the contractor's costs of undertaking the works whilst others are generous. The contractor will aim to use the code that gives the highest return for the works description and / or to apply more than one SoR code for each job as this will bring additional income, therefore, robust contract management is essential.
- 6.2.5. The SoR used to order the works may often be different to the actual works required, resulting in the need to agree variations to the order request and value.
- 6.2.6. The advantages of an SoR solution are that it is well known and usually contractors and clients are used to operating it, as is the case with TDC and Mears for dealing with exclusions to the PPP and PPV. It is a straightforward method of tendering that can be relatively simple to identify best value. In principle, it applies a specific, measured cost for each repair so costs should reflect the actual extent and volume of works, however, the volume of variations required can offset this.
- 6.2.7. There should be minimal risk for the contractor as each repair order will be paid for. The contractor's tendered price may reflect the contractor's perception of the likely strength of client management and the contractor's ability to use the SoRs to recover costs.
- 6.2.8. TDC currently deliver repairs exclusions, voids exclusions and an element of planned works using the NHF SoR model and as such, it is already well known to TDC and its staff.
- 6.2.9. The disadvantage for clients is that contractors are usually better at operating a SoR system and



can use the order description and codes to add works to increase their return on each job to ensure their costs are covered. Contracts can become confrontational as the two parties attempt to balance costs and return, creating a lack of trust on both sides. Furthermore, the volumes of invoices and the management costs for both contractor and client make this a fairly resource heavy invoicing mechanism. It is however, a very transparent way of identifying costs to be re-charged to leaseholders.

- 6.2.10. One large benefit to Version 8.0 of the NHF SoR's is that scaffolding up to two story's is now excluded and this should remove many debates around what is actually deemed to be included. Although, it is not yet clear if this will mean Contracts become more expensive for clients as the true costs of scaffolding are actually claimed.
- 6.2.11. In terms of the current price point in the market, FFT have seen a notable change over the past twelve to eighteen months, with minus adjustments becoming far less common. Twelve to eighteen months ago, FFT were seeing adjustments ranging from early single figure minus adjustments, such as -1 or -2% up to late single minus adjustments, such as -9 or -10% against Version 7.2 of the NHF SoR's. Over the last twelve months, we have seen these figures change significantly to low double digit figures such as +10 or +12%.

6.3. Open Book

- 6.3.1. Open Book is designed to avoid the confrontational element of repairs contracts where the contractor is assumed to be attempting to use the payment mechanism to increase income and the client is trying to prevent this. The principal is that the contractor will be paid the actual cost of delivery, removing the risk. The cost of the service is based on labour, materials, overheads and profits. At tender stage, the contractors set out their costs for each of these to deliver a predicted work volume. The client and contractor work in partnership to achieve service efficiencies as this will reduce the contractor's delivery costs and the resultant cost to the client. The Open Book solution assumes that the contractor will operate efficiently and achieve high operative productivity. Clear performance measures must be set and monitored to ensure that the contractor is delivering an efficient service.
- 6.3.2. The advantage should be that the actual cost reflects work volume and type. There is limited risk for the contractor and a competitive price should result. As costs of labour and management are set at the start, there should not need to be regular debate over cost. The discussion will focus on work volumes arising and the efficiency of the contractor's response, their deployment of resources and their ability to manage operative productivity.
- 6.3.3. This model is not well known to TDC as they currently operate an SoR model for the delivery of responsive repairs. Should this be a preferred option moving forward, consideration needs to be given to what Contract Management requirements need to be written into the tender documents to ensure there is a level of trust with open book reviews.
- 6.3.4. The client and contractor should focus on the processes to improve the efficiency of both teams to get the most efficient solution for both client and contractor to minimise costs.
- 6.3.5. The common disadvantages associated with an Open Book model are those relating to value for money. As the client pays the cost that the provider pays, including a mark-up on materials, the provider is not under the same commercial pressures they would be with a different price model, e.g., they know they will be reimbursed for the costs they incur so the desire to make



commercial savings has the ability to be lost if not managed correctly. We have also seen traits whereby the provider is lazy and simply passes on the supply chain costs without checking and challenging them.

6.4. Agreed Maximum Price or Target Price (AMP)

- 6.4.1. This solution essentially hands responsibility for financial control of the repairs budget to the contractor. The contractor agrees to deliver the service within the Agreed Maximum Price or Target Price (AMP). Their responsibility is to manage repairs volumes and replacement items to deliver the required service level. This solution assumes that the contractor is the professional in delivering the service and is best placed to manage delivery. It places risk with the contractor but also most of the control mechanisms to be able to manage the risk. As with the PPP solution, it encourages the contractor to be efficient. The contractor will manage the call handling function.
- 6.4.2. There is usually an agreement within the AMP solution that if the contractor is able to achieve the efficiencies and make a saving, this is shared with the client. The share need not be 50:50.
- 6.4.3. There is a list of repair / renewal categories that are covered by the AMP (or exclusions from it). There are usually very few omissions as the purpose is to get the full service. Again, this list sets the framework for delivery within the AMP. The contract price is therefore usually the client's repair and maintenance budget.
- 6.4.4. This solution could reduce TDC's management of day-to-day delivery and could allow them to focus on quality. The client needs to have regular and frequent information from the contractor on performance, volumes and costs to ensure actual repairs align with the anticipated experience. Management usually focuses on the margins where actual repairs requests and work types differ from expectations. It should also allow the client more resource to focus on the resident experience and satisfaction.
- 6.4.5. Payment should be simple, with one twelfth of the total cost being paid each month on a single invoice, significantly reducing client management and processing costs.
- 6.4.6. The key risk with this model is that it places all the risk with the contractor but also most of the control mechanisms to be able to manage the risk. It is also reliant on the Contractor looking to drive efficiencies and can create conflict if the Contractor reaches the AMP before the anniversary of the Contract. The client is likely to require a risk pot to deal with this situation as it is unlikely that a Contractor will continue to deliver a service if they have exceeded the AMP.



7. Delivery Options not supported

- 7.1.1. The delivery options set out below were not considered appropriate for TDC and their objectives when taking into account the organisations drivers, size, geographical location, previous experience with different forms of delivery models and the current challenges housing providers and the market are having to navigate in terms of the lack of labour, increasing material costs, increasing fuel and energy costs, etc. Had TDC been looking at their options at a different moment in time, the options set out below may have been more attractive to TDC.
- 7.1.2. Joint Procurements: Whilst there is logic in a joint procurement if all four Authorities (Dover, Thanet, Canterbury and Folkestone and Hythe) are looking to procure at the same time on the same terms, which may be unlikely anyway, TDC is of sufficient size to procure independently, and it does not need to seek a joint procurement to attract suitable contractors. In addition to this, TDC's drive for high levels of customer service does not lend itself to joint procurements with other Contracting Authorities. TDC also has previous experience of four organisations working under a single umbrella that was East Kent Housing which did not succeed due to individual client objectives. Thus, TDC would not wish to repeat this due to the potential risk of failure. A point worth noting is that TDC do need to give consideration with regard to whether the other three authorities are likely to be procuring at the same time, as this could impact the attractiveness to the market and also impact the resources of those looking to bid. TDC have attempted to speak to the other three authorities to further understand their approach to re-procurement, but there was relatively little desire to procure, which includes TDC themselves.
- 7.1.3. An In-House Capability / DLO: Due to the significant costs and risks associated with setting up a DLO and the amount of risk that would transfer to TDC, this option is not deemed appropriate. The nature of Registered Provider employment arrangements and salaries, leave and sickness arrangements mean that generally, unit wage levels are higher than private sector peers and this can offset the VAT gains. VAT savings are also not a benefit of such a model with a Local Authority as the VAT is claimed back regardless. There will also be an initial TUPE issue as operatives transfer from current contractors and TDC will be responsible for managing this process, where previously it would have been dealt with by the HR departments of the provider partners. On the flip side, if insufficient staff were to transfer from the current Providers, TDC would have to embark on a considerable recruitment drive at a time when the market is short of good skilled operatives. There will be a requirement to formally procure and manage sub contracts for skills and materials that the In-House Capability does not directly have. It is also likely that TDC would have to re-procure the likes of the compliance services outside of the in-house delivery model. Also, as a 'contractor' with a single client, it is harder for an In-House Capability to deal with peaks and troughs of work as it does not have the option to balance work across clients and this will require careful management. Especially when taking into account the seasonal fluctuations that occur with a responsive repairs service. Furthermore, TDC do not currently have any depots where they could run a DLO from. This would therefore become a further expense. There is likely to be notable set up costs associated with bringing the service in-house, which will include, but are not limited to the creation of a repairs call centre, procuring vehicles, putting in place all the relevant IT systems and creating a depot for storing materials, vehicles, etc. It is hard to place an exact cost on this, but we would suggest a figure of £300-400k would not be unrealistic.
- 7.1.4. Joint Venture: This solution would establish a separate company jointly owned by the contractor



and TDC. One party usually has a 51% (or higher) share and the other 49% (or lower). Costs and surpluses are usually in proportion to the shareholding. This will require a significant concentration of the contracts, if not all, with a single supplier. Whilst the option to influence the management and direction of the contract is far greater than in a single integrated contract and there is the potential to benefit from surpluses generated, a joint venture requires commitment, time and finance to set it up. The set-up costs are likely to be around £300,000 and could be even more for TDC due to the nature of the business. It will also require a separate governance arrangement to manage the JV.

- 7.1.5. A key issue is having the right partner who can be trusted to commit to the JV with similar values and aims to enable the partnership to work. TDC may have the time to procure such an arrangement, but unless there is a strong philosophical support and an overriding commitment to establish a JV, it will be difficult to identify the benefits it offers and return on the finance, staff and consultant resources required to set up the JV in the first instance, as these will be notable. There is also a risk that costs and resources may be aborted if TDC does not find the right partner.
- 7.1.6. A JV solution also requires a different set of client management skills to traditional contracted solutions. These can be developed or acquired but will add to the set-up costs and lead in period. At this stage, FFT does not consider that TDC is in a situation where a JV solution will offer benefits it cannot expect to gain from other solutions that are lower risk, and there is no guarantee that the solution will improve services. It is considered that only a handful of suppliers would be in a position to bid and the size and geography of TDC could potentially put suppliers off.
- 7.1.7. Wholly Owned Subsidiary: This involves the creation of a separate company with a contractor providing the management expertise with the operatives becoming employees of TDC. In some respects, it is an In-House Capability managed by employing the skillset of an external contractor, however unlike with a JV, the risk would fall solely with TDC, as there is no joint arrangement. A WOS is likely to have limited attraction to the market due to the fact that the WOS partner would simply be providing a management function to TDC and therefore, this is likely to limit competition and impact upon value for money. Like with the JV, this would significantly reduce the ability for SME's to apply and in fact would probably limit competition to little over a handful of suppliers. The risks to TDC are very similar to those set out under section 7.1.3. of this report.
- 7.1.8. It would likely be more successful if TDC wishes to introduce a different management solution for its internal work force or develop a partnered solution with a trusted contractor. FFT does not consider that this option will offer significant advantages to TDC to offset the risks and costs required to establish the WOS. The one advantage that the WOS does have is that it would provide TDC with an external management function if it considered moving to an In-house Capability but did not feel it was equipped to manage such as set up from the outset. The issue around market volatility with regard to labour resources and the potentially huge TUPE transfer will also prove considerable challenges. Furthermore, TDC do not currently have any depots where they could run a DLO from. This would therefore become a further expense.

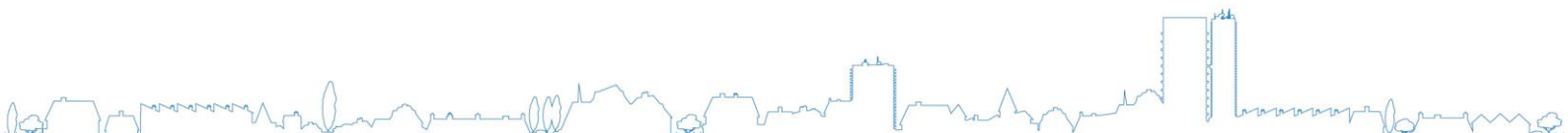


8. Routes to Market

- 8.1.1. There are a range of different routes to market, all of which offer advantages and disadvantages as set out in the table below. These were discussed at the workshop and TDC's procurement team and FFT have met to discuss the benefits. The different Procedures were also discussed when TDC and FFT met with Mears, although it is not fully understood if Mears understand the Procedures being explained.
- 8.1.2. The route selected will be dependent upon the timescales available for the procurement and the level of resource available internally to support the approach. FFT have issued a separate advice note to TDC on the Open and Restricted Procedures.

Procedure	Advantages	Disadvantages
Open	Single stage process which can save up to two months of time compared to a two-stage process	Difficult to establish a robust tender list
	A useful procedure if programme is compressed as is the quickest route to market	Tenderers to have complete both the SQ and ITT upfront which is not favoured by the market
	A deselection stage may not be required if there are only a limited pool of Contractors who apply	The evaluation process can be protracted and intensive for client as condensed timescale
		Unknown number of Tenderers may submit for the opportunity therefore difficult to plan for resources. This appears to be less of a risk for TDC
Restricted	A two-stage process which enables the establishment of a robust tender list	Does not allow for any negotiation or dialogue with tenderers therefore any misunderstandings may not become apparent until Contract Award
	Reduces the number of tenders to be marked and evaluated	Price clarifications may be protracted as an attempt to understand and resolve any pricing issues
	Familiar to the market	Does not permit client to reduce numbers further and there is no final tender stage to allow potential errors to be corrected
	Client resourcing is spread over a longer time frame	Difficult to include site visits within a restricted process as will need to make them part of the evaluation process which is potentially open to challenge
Competitive Procedure with Negotiation	Follows Restricted Procedure but allows Client to Negotiate. Although Negotiation does not have to take place	Adds circa 6 weeks to process beyond a restricted process

	Chance to discuss IT interfaces, service delivery expectations and establish a “cultural fit” with the client	Can be resource heavy from client side, as adequate time has to be allocated to dialogue with each Tenderer
	Allows the opportunity to clarify any misunderstandings from either party prior to the issue of the final tender, therefore should reduce clarifications at Final Tender stage	Added cost to client and contractors, as need to set aside time and allocate resources to undertake the process
	Do not have to negotiate if satisfied with outcome following initial tender return	
	Only need to negotiate with 3-4 tenderers	
	Can still undertake formal interviews following Final Tenders if deemed to be required	
	Site visits can be included as part of the negotiation stage but outside of formal evaluation	
Competitive Dialogue	Dialogue phase between initial tender and final tender stage	Adds circa 6 weeks to process beyond a restricted process.
	A useful procedure where works or services are of a complex nature and the client has not fully defined its requirements	Can be resource heavy from client side, as adequate time has to be allocated to dialogue with each Tenderer.
	The dialogue phase enables client to explore options available with those Tenderers selected	Added cost to client and contractors, as need to set aside time and allocate resources to undertake the process
		Dialogue is likely to be too intense for works such as repairs, maintenance and improvement works



9. Timeline to re-procure – Publish Jan 2024

- 9.1.1. Depending on the preferred option, FFT have set out below an indicative timeline to re-procure the current Contract under the different procedures. It is however important to note that the Procurement Bill was included in the recent Queen’s speech in relation to pending changes to legislation.
- 9.1.2. The Procurement Bill was published on 11th May 2022 with the second reading in the House of Lords on 25th May 2022. The committee stage of the process commenced during the week of 4th July 2022. We understand that the Bill is likely to take circa 9 months to make its way through Parliament Regulations with Royal Assent also now obtained. There will however be a go live period of circa 6 months for the Bill to be implemented, which allows for a period of considerably training and development. So, in summary, come Spring / Summer 2024 it is anticipated that there will be new procurement legislation in place. This will have a significant impact on the way the industry will go about procuring public contracts, not so much from a process point of view, but certainly from a significant change in terminology and the way our documents are written. What this means for TDC is that when they come to commence the re-procurement of the existing Contract, the new Procurement Bill is still unlikely to be in force, although it does need to be closely monitored as it means that the Procedures set out below could be replaced with just the single stage Open Procedure and the Competitive Flexible Procedure (CFP we assume), although we suspect that there will be numerous different versions of the CFP, which unsurprisingly will mirror the current procedures.
- 9.1.3. Based on the current Procedures, we have set out below an indicative timeline to procure a Contract under each of the 4 main Procedures (two follow the same timeline). Each timeline includes for stage 1 and stage 2 Section 20 consultation and a period of 5 months of mobilisation. They also assume a Contract commencement date of 1st April 2025. TDC may elect to allow more time, but by way of good practice we would suggest these are the minimum that should be allowed to successfully conclude a compliant procurement exercise.

Procedure	Suggested Procurement period including Section 20 consultation and 5 months mobilisation	Recommended commencement date
Single Stage Open Procedure	12 months	March 2024
Two Stage Restricted Procedure	15 months	January 2024
Three Stage Competitive Procedure with Negotiation or Competitive Dialogue.	18 months	October 2023

- 9.1.4. FFT have already produced an outline programme, and this is based on the Restricted Procedure with a publication date of January 2024 and therefore aligns with the above. TDC



may however prefer to switch to an Open Procedure. Either way, TDC have commenced the process with sufficient time left.



10. Contract Options

10.1.1. There are a range of contracts available in the market which are summarised below:

10.1.2. National Housing Federation:

- Well known to the market
- Specific modules available according to the workstream
- Schedule of Rates Version 7.2 is current, with Version 8 due to be live by the time TDC are looking to re-procure
- Requires a reasonable amount of amending

10.1.3. JCT MTC 2016:

- Well known to the industry
- Can add partnering terms
- Retention and damages not as standard
- Can add special terms
- Requires a considerable amount of amending

10.1.4. TPC 2005 (Amended 2008 & 2013):

- Partnering approach
- Core Group, Problem Solving Hierarch, etc.
- Retention and damages not as standard
- Clause 15 - Add special terms
- Requires a considerable amount of amending

10.1.5. Term Alliancing Contract (TAC-1) and the Framework Alliancing Contract (FAC-1) 2016:

- Starting to replace TPC, but not yet widely used by the sector
- An alliancing Contract that follows very similar principles to TPC
- More up to date than TPC so the terminology and legislation is more reflective of the current market
- It replaces Partnering with Alliancing to try and give it slightly more focus
- Requires a considerable amount of amending

10.1.6. New Engineering Contract (now simply NEC) 3 and NEC4:

- Various Options (A-F) which basically apportion the risk. A – Contractor, through to F – Client
- There is also a Term and Alliance Form of Contract
- A forward looking Contract that looks to address issues before they occur
- Not widely used for the type of Contracts TDC will be looking to procure
- A steep learning curve will be required by TDC staff with regard to how it operates

10.1.7. Bespoke Contracts and Frameworks:

- Can be developed by the client to meet the specific requirements of the works and/or services to be delivered
- Requires considerable legal time and expense



- 10.1.8. With the exception of bespoke Contracts and Frameworks, whatever form is chosen is likely to require amending to meet the specific requirements of TDC. TDC will also require internal/external legal support to ensure the Schedule of Amendments to the chosen form of Contract are up to date.
- 10.1.9. The options most suitable to TDC are likely to be the JCT MTC, TPC 2005 (amended) and TAC-1 due to the removal of the delivery models that are not supported. The TAC-1 is similar to the TPC 2005, but introduces more recent best practice and as such if TDC wish to proceed with a Partnering type of Contract this could be the logical next step.



11. Recommendations and Conclusions

11.1. Delivery Models and Pricing Mechanisms

11.1.1. This section of the report now takes into account the discussions that took place at the workshop on 10th August 2023 and focusses on 4 key areas, including; 1. the Delivery Model, 2. the Pricing Model, 3. the Procurement Procedure and 4. The Form of Contract.

11.1.2. The following delivery models have been discounted for the reasons set out in section 5 of this report:

- Joint Procurements
- In House Capability / DLO
- Joint Venture
- Wholly Owned Subsidiary

11.1.3. The recommended model is a single Integrated contract for Repairs, Voids, Planned Works and Compliance Services, which will also incorporate an element of works to corporate buildings. This is very similar to the current model that TDC already successfully deliver with the current incumbent Contractor.

11.1.4. The key advantages to this approach are set out below:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external Contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be re-financing opposed to creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model.

11.1.5. Stock Condition Surveys will be omitted from the new Contract.

11.1.6. The potential creation of a bespoke framework for planned Maintenance Works to supplement the long-term arrangements already procured by TDC.

11.1.7. A long-term Contract is clearly the desired approach, potentially up to 10-15 years, which could be an initial 10 years with the option for a further 5 years. Also, Contract have the standard break provisions in them regardless.

11.1.8. The preferred pricing model is a Price Per Property and Price Per Void pricing model with the NHF SoR's, Version 8.0 to supplement them. There will also be Basket Rates for Planned Works and other bespoke schedules for compliance services. Key requirements of the PPP model will include a clear exclusions documents, setting an appropriate cap and defining what happens when works go above the set cap. Vandalism is also to be included in the PPP rate.

-
- 11.1.9. There was some appetite to explore whether a small in-house DLO could pick up certain aspects of the Contract, such as fencing. This will require further consideration.
- 11.1.10. The Contractor having a local dedicated Thanet office will be a key requirement.
- 11.1.11. Following the Restricted Procurement Procedure as time permits and the market are less keen on the Open Procedure.
- 11.1.12. Use of TAC-1 as the form of Contract.
- 11.1.13. Due to TDC's location in East Kent it was agreed that issuing a Prior Information Notice (P.I.N.) will be key to understand what market interest there is likely to be.



12. Conclusion

12.1.1. This Report has set out to capture the current position within TDC, consider the range of options available in the marketplace and recommend a number of preferred options that will enable TDC to achieve its key objectives and requirements. It then goes on to make a recommendation with regard to how TDC will look to re-procure the Contract over the coming years.

Signed:



Paul Smith

Associate Partner

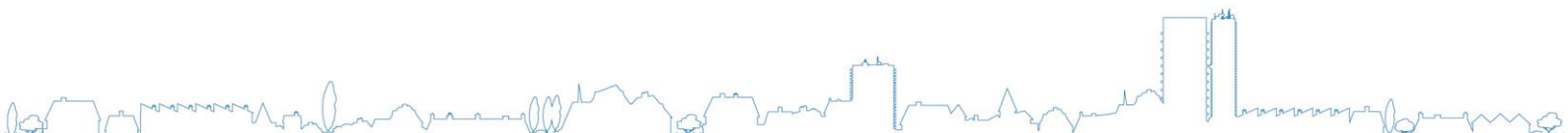
For and on behalf of

Faithorn Farrell Timms

Dated: 1st November 2023

13. Appendix A – Advantages and Disadvantages

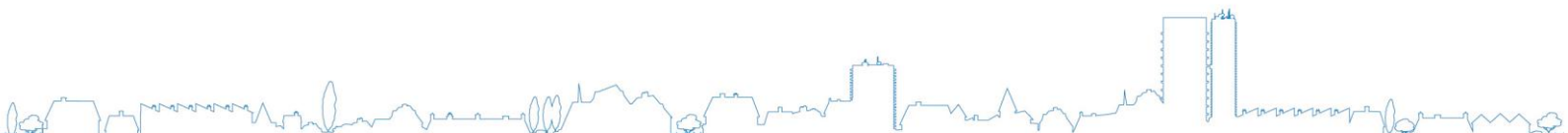
Individual Contracts per area / work stream	
Advantages	Disadvantages
<p>Allows greater flexibility and control</p> <p>Can provide increased competition once contracts are in place</p> <p>Allows smaller specialist firms to tender</p> <p>Known method of delivery</p> <p>Reduces main contractor on costs Reduces risk by not putting all eggs in one basket</p> <p>Access to service providers expertise</p> <p>Ability to utilise procurement consortia</p>	<p>Requires greater client coordination and staff resources</p> <p>Possible loss of response/ planned synergies</p> <p>Less attractive to some parts of the marketplace.</p> <p>Increased initial procurement costs (multiple exercises)</p> <p>Lower level of investment and innovation from contractors</p> <p>Potential complex TUPE transfer of staff</p> <p>Loss of efficiencies due to lack of scale</p> <p>Multiple IT systems in use</p>
Single Integrated Contract	
Advantages	Disadvantages
<p>Reinforces a lean client structure Single procurement process</p> <p>TUPE transfer process is simplified Single point of contact</p> <p>More likely to encourage investment and innovation</p> <p>Single IT solution</p> <p>Allows smaller specialist firms to participate through the supply chain structure</p> <p>Ability to transfer risk</p> <p>Ability to create response/planned synergies</p> <p>Ability to offer employment and training opportunities for residents</p>	<p>All eggs are in one basket</p> <p>Limited client control</p> <p>Multiple layers of sub-contracting</p> <p>Multiple layers of on-cost Profit focus</p> <p>One size fits all solution that assumes that a contractor can do all services equally well</p> <p>Will narrow the field of competition Lack of competition once awarded may lead to complacency</p> <p>Will exclude local contractors from competing</p> <p>Increased initial procurement costs Longer contract period required to realise efficiencies</p>
Multiple Integrated Contract	
Advantages	Disadvantages
<p>Avoids risk of single contractor solution</p>	<p>Limited client control</p>



<p>Promotes a lean client structure</p> <p>Single procurement process with multiple appointments</p> <p>Option to benchmark internally and develop partnership working</p> <p>TUPE transfer process should be straight forward</p> <p>Reduces contracts to be managed</p> <p>Likely to encourage investment and innovation</p> <p>Allows smaller specialist firms to participate through the supply chain structure</p> <p>Ability to transfer risk</p> <p>Ability to create response/planned synergies</p> <p>Ability to offer employment and training opportunities for residents</p>	<p>Multiple layers of sub-contracting</p> <p>Multiple layers of on-cost</p> <p>Assumes contractors can deliver range of all services equally well</p> <p>Will narrow the field of competition</p> <p>Will limit potential for small local contractors to tender</p> <p>Potentially several IT solutions to integrate</p> <p>Longer contract period required to realise efficiencies</p>
<p>DPS</p>	
<p>Advantages</p>	<p>Disadvantages</p>
<p>Can use an existing DPS such as Plentific</p> <p>Should give TDC good coverage to support one or more larger providers.</p> <p>Call for competition can be issued for specialists</p> <p>Help to deal with peaks and troughs</p> <p>Use to control creep in W.I.P</p> <p>Should encourage SMEs with low overheads</p> <p>New contractors can join a DPS at any stage of its life, this gives TDC the flexibility to add local contractors who are already known to them.</p>	<p>Can a DPS provide the customer with the customer experience they desire</p> <p>If procured direct a DPS can require a consider amount of management</p> <p>If using the likes of Plentific there can be some high set up costs</p> <p>Who oversees the likes of Health and Safety and general compliance of those on the DPS if using Plentific by way of an example.</p> <p>Does a DPS generate value for money if there is no steady flow of work.</p> <p>If procured direct by TDC, they will need to manage contractors who can apply to join the DPS at any stage.</p>
<p>Joint Procurement with other organisations</p>	



Advantages	Disadvantages
<p>Creating savings by achieving economies of scale, through joint management structures, letting of joint procurement contracts delivering aggregation of spend etc.</p> <p>Reduced duplication and overhead on contractor side</p> <p>More likely to encourage investment and innovation from contractors</p>	<p>Co-ordination between collaborative clients not straightforward possibly leading to a loss of local control and influence</p> <p>Incompatible services and stock type</p> <p>May limit competition in a complex coordinated procurement</p>
Creation of a DLO	
Advantages	Disadvantages
<p>VAT savings on labour costs</p> <p>Potential to create local employment opportunities</p> <p>Control and flexibility of workforce</p> <p>Easier to introduce service changes / innovation</p> <p>Above threshold procurement not required to set up the DLO</p> <p>Opportunity to sell the service</p> <p>Ability to reinvest surpluses to benefit of wider organisation</p> <p>Easier to provide employment, work experience opportunities</p>	<p>Investment required to set up</p> <p>Higher risk profile</p> <p>Long term investment required to realise efficiencies</p> <p>Fixed level of overhead regardless of work volumes</p> <p>Establishing a structured 'client' function to manage it</p> <p>Need fleet management and materials supply functions</p> <p>Market testing to prove value for money or provide competition Managing peaks and troughs of workload</p> <p>Need to tender subcontract services and supplies if above threshold</p> <p>TUPE transfer of staff and pension risk</p>
Mixed Economy	
Advantages	Disadvantages
<p>Some savings on labour costs</p> <p>Reduced risk of single contractor / DLO solution</p> <p>Provides competition</p> <p>Provides internal/external comparison</p> <p>Provides options (via contractors) to access external services sole DLO solution does not</p>	<p>Dilutes benefit of DLO</p> <p>Dilutes contract values and resultant economies</p> <p>Multiple solutions to manage</p> <p>Usually, a contractor perception that DLO has favourable terms / work allocations</p> <p>Need to tender subcontract services and supplies</p>



Flexibility	<p>Need to tender the remainder of the services and build in the possible in-house element</p> <p>Duplication of systems</p> <p>Establishing a transparent trading account</p> <p>Establishing a structured 'client' function to manage it</p> <p>Investment required to set up</p> <p>Client responsibility for risk</p> <p>TUPE transfer of staff and pension risk</p>
Create a Joint Venture Company	
Advantages	Disadvantages
<p>Possible local labour opportunities</p> <p>VAT savings on labour costs</p> <p>Potential control over service</p> <p>Opportunity to innovate</p> <p>Ability to reinvest surplus</p> <p>Can sell the service externally</p>	<p>Complex to implement</p> <p>Investment required</p> <p>Strategic direction influenced by a third party</p> <p>Commercial partner may focus more on the surplus rather than service</p> <p>Joint governance</p> <p>Reduces competition</p> <p>Difficult to exit</p> <p>TUPE transfer of staff and pension risk</p>
Create a Wholly Owned Subsidiary	
Advantages	Disadvantages
<p>Potentially greater focus on customer service offered by provider with a single client focus.</p> <p>Potential to provide local employment opportunities</p> <p>Surpluses retained by WOS</p> <p>Transparency of financial performance</p> <p>High level of control</p> <p>VAT savings on labour costs</p>	<p>Investment required to set up</p> <p>Higher risk profile for TDC</p> <p>Workforce employed by JV but managed by the contractor</p> <p>Contractor management style may not align with TDC's</p> <p>Market testing to prove value for money or provide competition</p> <p>Managing peaks and troughs of workload</p> <p>Need to tender subcontract services and supplies</p> <p>TUPE transfer of staff and pension risk</p>



<p>Access service providers infrastructure, capability and supply chain</p> <p>Flexible for local employment opportunities</p>	<p>Procurement more complex</p> <p>Model not fully tested but there has been some failure</p> <p>Difficult to exit</p>
--	--



14. Appendix B – KPI Data 2023-2024

As attached excel document.



This page is intentionally left blank

TLS KPI Q1 & Q2 - Housing Performance report

Cabinet:	14 December 2023
Report Author:	Sally O'Sullivan, Tenant and Leaseholder Services Manager
Portfolio Holder:	Cllr Helen Whitehead, Cabinet Member for Housing
Status:	For Information
Classification:	Unrestricted
Key Decision:	No
Reasons for Key:	N/A
Ward:	Thanet wide

Executive Summary:

This report provides members of the Cabinet with a review of the performance of the council's tenant and leaseholder service (TLS) for quarter 1 & 2 2023/24.

The report includes performance information relating to 2 areas of TLS. These are:

- Operational performance against key indicators for the period from 1 April 2023 - 31 June 2023 and 1 July 2023 - 31 September 2023
- The management of tenant and leaseholder health and safety as of 31 June 2023 and 31 September 2023.

Recommendation(s):

Cabinet is asked to:

1. Note the contents of the report.

Corporate Implications

Financial and Value for Money

Although the performance of the TLS has a direct impact on both finance and value for money, this report does not result in any specific financial implications.

Legal

There are no direct legal implications arising from this report.

Corporate

The council's agreed Corporate Statement includes a priority to improve the standards and safety in homes across all tenures.

The council's adopted tenant and leaseholder health and safety policies also include a specific commitment to report health and safety compliance information to members on a quarterly basis.

Risk Management

The regulations, by which a social housing provider must be compliant, tell us we must have good governance in place to manage landlord health and safety obligations and performance. As a Council, we look to Members to scrutinise and challenge the performance of the Tenant and Leaseholder Service.

The presentation of Quarterly performance reports to Cabinet and OSP mitigates the risk of becoming non compliant and put under notice by the Regulator for Social Housing

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it.

There are not considered to be any adverse impacts for people with protected characteristics directly arising from this report. However TLS provides services to tenants and leaseholders with a range of protected characteristics and vulnerabilities.

CORPORATE PRIORITIES

This report relates to the following corporate priorities:

- *Communities*

1.0 Introduction and Background

- 1.1. The council's tenant and leaseholder service (TLS) provides tenancy management and maintenance services to tenants and leaseholders of Thanet District Council.
- 1.2. TLS provides quarterly reports on their operational performance against a range of key indicators, attached is the data summary and performance report for quarter 1 & 2 2023/24.

- 1.3. TLS reviews tenant and leaseholder compliance performance on a monthly basis. To compliment the quarterly performance reports, the compliance performance for 31 June 2023 and 31 September 2023.

2.0 New style and additional reporting

- 2.1 For Quarter 1 2023/24, we have introduced a dashboard style of reporting for our performance KPI's, providing a clear and accurate picture of our performance and how well we are meeting our targets.
- 2.2 The compliance KPI retains the old reporting format for now, because the detail required is described in our published policies and this does not fit well with the dashboard style reporting
- 2.3 Additional reporting includes quarterly updates on the Tower block Retrofit and Refurbishment Programme. From Quarter 3 we will start reporting on: compliance for the Building Safety Act 2023 and we will introduce a KPI report on damp and mould as recommended by central government.

Contact Officer: Sally O'Sullivan, (Tenant and Leaseholder Services Manager)

Reporting to: Bob Porter (Acting Corporate Director of Place)

Annex List

Reports for quarter 1:

- Compliance report - [Annex 1](#)
- Rate of progress graphs - See annex 6
- Compliance data summary - [Annex 2](#)
- Performance Dashboards - [Annex 3](#)

Reports for quarter 2:

- Compliance report - [Annex 4](#)
- Compliance data summary - [Annex 5](#)
- Rate of progress graphs - [Annex 6](#)
- Performance Dashboards - [Annex 7](#)

Background Papers

N/A

Corporate Consultation

Finance: Chris Blundell (Director of Corporate Services - Section 151)

Legal: Ingrid Brown (Head of Legal and Democracy & Monitoring Officer)

This page is intentionally left blank

**RepairsThanet District Council
Tenant and Leaseholder Service
Monthly Service Compliance Report**

Meeting:	Monthly Monitoring Report to Service Management Team
Date:	11/08/23
Monitoring Period	Q1 - Apr 23 to June 23
Author:	Claire Pryce - Building Safety and Compliance Manager
Summary:	This report covers health and safety compliance areas relating to Thanet District Council' housing stock, both for individual properties and for communal services and locations. The details of the current position with rates of compliance are detailed in appendix one. The rate of progress is shown in appendix two. (graph)
Recommendations:	That the director for housing and planning scrutinise the data contained within this report and escalate any exceptional positions to the council's Corporate Management Team and relevant Cabinet Member, in line with agreed policy. Quarterly reports to be escalated formally to Cabinet

TDC Housing Stock

Type	No.	Comments
Domestic	3045	
Communal	274	
Garages	354	
Garages block	34	Harbour Towers car park included here
Commercial	3	Under lease: Brunswick community Centre and Newington community Centre, Managed: Millmead Hall

Agenda Item 9

Annex 1

Lifts

Compliance with written examination schemes for lift plant	14 (100%)
Number of Entrapments - month and year to date	Entrapments this month 0 (from Mears) from 0 Precision lifts
Current Assets - lifts / hoist / stairlifts and changes in last month	<p>Hoists belong to KCC</p> <p>Stairlifts - 76 Non Compliant - 1 98.68% Compliant</p> <p>Non compliant stair lift is in the process of being decommissioned.</p> <p>Through floor lifts - 17 Non Compliant - 1 94.12% Compliant</p>
Outstanding Defect A and Defect B risk actions as identified in insurers reports	<p>Passenger lifts Defect A - Zero outstanding at the end of Q1 Defect B - Zero outstanding at the end of Q1</p> <p>Stairlifts 3 B Defects Outstanding at the end of Q1</p> <p>Through floor lifts 9 B Defects Outstanding at the end of Q1</p>
RIDDOR Notices issued	None

Water

Properties on the LRA Program	30 (2 of these are Community Halls)
Properties with a valid in date LRA as a number and overall percentage	30 100% Compliant
Number of follow up works / actions arising from risk assessments and inspections - completed / in time and overdue	<p>Number of actions outstanding at the end of Q1: High Risk - 9 Medium - 24 Low - 1</p> <p>No. actions completed in Q1: 38 High Actions completed in Q1 26 Medium actions completed in Q1 4 Low actions completed in Q1</p>

Corrective Action required	Legal have confirmed we can use a forced entry process to any actions where it puts risk on the whole block. This currently does not cover the outstanding actions.
Progress with completion of follow up works - number of actions completed / in time / overdue	23 overdue actions outstanding and 11 in date actions The team continues to book appointments. Long term access issues where forced access procedure cannot be used

Fire Risk Assessment

Properties with a valid in date FRA. This is the level of compliance as a number and overall percentage	167 in date 100%
Follow up works - total number of actions (by priority) raised in period completed and outstanding - and time outstanding	77 new actions added in Quarter 1 Total actions = 194 151 actions are overdue
Narrative, including <ul style="list-style-type: none"> ● Current Position ● Corrective Action Required 	<p>Total 50 completed in Q1 Total 14 actions became overdue in Q1</p> <p>Total Overdue 151</p> <p><u>9 overdue with repairs</u> 8 Door replacements - access issues 1 Bin hopper replacement - Hopper currently on order</p> <p><u>121 overdue with Planned</u> 22 actions - To install Emergency Lights in blocks where they are not currently fitted - Site surveys currently being undertaken for quotation - Section 20 will need to take place. 24 actions - Fusible links to be installed on the base of Bin chutes - Quotations have been requested from Mears 1 action - Requires a AOV to be fitted to a block - This is being investigated to see if this can be carried out and a consultant will be required to carry out the specification. 50 actions - Relate to entire block door replacements - These will form part of the Main Fire door replacement programme contract. The specification and draft programme has been</p>

Agenda Item 9

Annex 1

	<p>completed. Contract is high value and will need budget approval from full council.</p> <p><u>12 overdue with Housing</u> These relate to scooters and resident storage issues that housing are trying to resolve.</p> <p><u>9 Overdue in Compliance</u> 2 actions - Compartmentation inspections with loft spaces required, currently awaiting asbestos reports to be completed before these can commence. 4 - actions relating to fire alarm detection, orders raised for the installation of alarms to LD2 coverage. 3 - action issues with key access to cupboards - arranging for keys to be located and cupboards inspected for any rubbish.</p> <p>Weekly meetings are in place with contractors for repairs to go through line by line their actions.</p>
<p>Additional, including; Compliance with fire safety equipment, systems and installation servicing and maintenance programmes.</p>	<p>Fire Alarms - 28 - compliant 3 - Non Compliant 1x became overdue in June 23 due to an issue with a resident changing a lock to a door, housing have been involved and a lock change has been arranged. 1x - Royal Crescent small block - new alarm system required, awaiting ems and elec-sec to attend to scope out new install requirement and to quote. 1x- Royal Crescent larger block - Additional detectors required - Quote received currently awaiting works to be booked in.</p> <p>note - 5 Tower blocks - certificate states are non-compliant due to there not being enough sounders for evacuation policy, works are being undertaken to fit the mitigation alarms and sounders. This has been discussed with the Fire Risk Assessor and due to there being a waking watch in place - this mitigates the risk. So these will now be reported as being compliant.</p> <p>AOV - 92.86%</p> <p>One failure - additional parts required following the repair visit in June 23, additional parts ordered and works due to be completed in July 23.</p>

<ul style="list-style-type: none"> Recording and reporting on property fires to identify trends and target awareness campaigns. 	<p>Emergency Lighting - 100%</p> <p>Fire Extinguishers - 100%</p> <p>No fires reported in Q1</p>
--	---

Asbestos

<p>Properties with a valid in date survey / re-inspection. This is the level of compliance as a number and percentage</p>	<p>Communal - 109 100%</p> <p>Domestic - 2094 - 70.67 %</p> <p>Community buildings - 2 100%</p>
<p>The number of follow up works / actions arising from surveys and the numbers 'completed,' 'in time' and 'overdue.'</p>	<p>Domestic properties:</p> <p>10 - v low</p> <p>4 - low</p> <p>5 - Med</p> <p>0 - High</p> <p>Constant surveys coming in and works being booked in and completed with the contractor, compliance admin sending letters out for residents to get in contact where we have had non access and new appointments are being made.</p> <p>Communal properties:</p> <p>Zero outstanding</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action Progress with completion of follow up works 	<p>Worksteam BAU - no issues</p>

Electrical

<p>Properties with a valid in date EICR</p>	<p>Communal - 99.37%</p> <p>Domestic - 2938 - 96.45%</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action 	<p>As of end of Q1.</p> <p>Communal Update - 1 overdue - UK Power Networks completed works Feb 23. Currently awaiting British Gas to give a date for new metre</p>

Agenda Item 9

Annex 1

<ul style="list-style-type: none"> Progress with completion of follow up works 	<p>install.</p> <p>Total EICR completed: 125</p> <p>16 Properties became unsatisfactory in Q1</p> <p><u>107 properties non compliant:</u></p> <p>1 x abandoned property NTQ served 33x arranging forced access 55 Remedials with appointments or are progressing to force entry 18 Hoarding Properties - working with housing and residents</p> <p>Building Safety and Compliance Manager continuing to have weekly meetings with Mears, to ensure progress is being made and any blockages can be discussed.</p>
---	---

Gas

<p>Properties with a valid in date LGSR certification. This is the level of compliance expressed as a figure and a percentage</p>	<p>99.93% -</p>
<p>Properties with an expired out of date LGSR certification. This is the level of non compliance expressed as a figure and a percentage</p>	<p>2 0.07%</p>
<p>The number of follow up works / actions arising from any tests / inspections and the numbers completed, in time and overdue</p>	<p>21 follow on actions as of the end of Q1 these are with BSW and booked in or parts on order</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action Progress with completion of follow up works - number of actions completed, in time and overdue 	<p>1 x property expired 01/07/2023 - Forced access carried out and sadly the resident had passed. The police have secured the property and have not returned the keys.</p> <p>1 x property expired 08/06/2023 - gas has been capped previously but unable to check the meter due to levels of hoarding. This is currently progressing through the legal route for an injunction but it is going to be a long process</p>

TDC COMPLIANCE METRICS

Date of Report: 01.06.23

Current Stock at the date of the report

Domestic rented units	3045
Residential Blocks	274
Commercial	3
Garage blocks	34

Compliance Regime	Total Stock/Blocks	Stock/Blocks Not Applicable to work stream	Stock/Blocks/Inst allations Applicable to work stream	Number Compliant	Number Non Compliant	Percentage	Comments
Lifts							
Lift Installations - Communal	x	x	14	14	0	100.00%	
Stairlifts			76	75	1	98.68%	1 Stairlift removed in June
Through Floor Lifts			17	16	1	94.12%	
Outstanding Risks Identified			Passenger lifts	Stairlifts	Through floor		
Defect B			0	9	3		
Defect A			0	0	0		
Total Identified risk			0	9	3		
Water							
Legionella Risk Assessments	274	244	30	30	0	100.00%	Done
Arising Items							
Low			1				Done
Medium			24				Done
High			9				Done
Total identified risks			34				
Fire							
Fire Risks Assessments req. to be undertaken	278	111	167	167	0	100.00%	
Trivial Risks			1				
Tolerable Risks			1				
Moderate			165				
Substantial			0				
Intolerable			0				
In Review			0				
Total identified risks			167				
FRA works			194	43	151	22.16%	Done
Fire Alarms	274	243	31	28	3	90.32%	
Emergency Lighting	274	155	119	119	0	100.00%	Done
AOVs	274	260	14	13	1	92.86%	Done
Total							
Asbestos							
Communal	274	165	109	109	0	100.00%	Done
Domestic	3045	82	2963	2094	869	70.67%	Done

Commercial	2	0	2	2	0	100.00%	Done											
Garage - Communal	34	1	33	1	33	3.03%												
Garages - Individual	354	13	341	25	316	7.33%	Done											
Electrical																		
Electrical Installations - Communal	274		159	158	1	99.37%	Done											
Electrical Installations - Domestic	3045		3046	2938	107	96.45%	Done											
Commercial	2		2	2	0	100.00%	Done											
Garage - Communal	1		1	1	0	100.00%	Done											
Gas																		
Gas Safety Domestic	3045	257	2788	2787	1	99.96%	4 Flats removed at Fosters Ave - Fire damaged , 2 Air source heat pumps removed to own compliance stream											
		Programme Total		2787														

Capital Programme - Q1 - Apr May Jun 2023/24

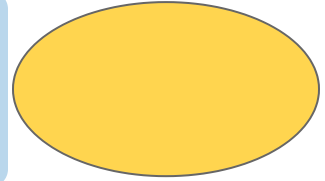
Key questions

- Are we forecast to spend 80% of the capital budget by the end of the financial year?
- Do we have the right contracts in place to spend the capital budget?
- What action are we taking on homes that do not meet Decent Homes Standard?

TLS's strategic goals and values

- 100% of homes meet the Decent Homes Standard
- To invest capital budget appropriately into our properties
- For all properties to be rated EPC C and above.

Overall RAG



Q1 Commentary

1. At the end of Q1 we have spent 4.83% of our capital budget. This is less than what we would have anticipated. Reasons for this include:

- Windows and doors contract was being mobilised during Q1, therefore minimal spend. We will complete the programme by the end of this financial year

- Kitchen and Bathroom contract is being procured during Q1 and will be awarded during Q2, with mobilisation during Q3. We have an interim contract that is also due to be awarded during Q2. This means we can complete 30% of this year's programme and outstanding urgent replacements this financial year. This budget will need to be reprofiled due to the previous contractor going into administration and having no contract in place.

- Other urgent structural works that need to be carried out require consultant feed into the specification so that we can procure the works contract.

- The contract to refurbish the lifts at Invicta House is being procured during Q1 and will be awarded during Q2.

- Looking to award 2 x contracts wooden windows contracts in Q2, that will address properties that have an urgent requirement for replacement.

2. There are currently 545 properties without an EPC. This programme will be started again in Q2 to complete outstanding properties

3. Royal Crescent procurement campaign was void. Will need to go out to procurement again.

4. For many projects, we require input from specialist consultant surveyors. The time taken to procure a consultant for each project is adding delays to overall progress and therefore we are looking at a strategy to address this.

Q1 2023/24

% of Capital spend

4.83%

% properties with an EPC

82.1%
Target 100%

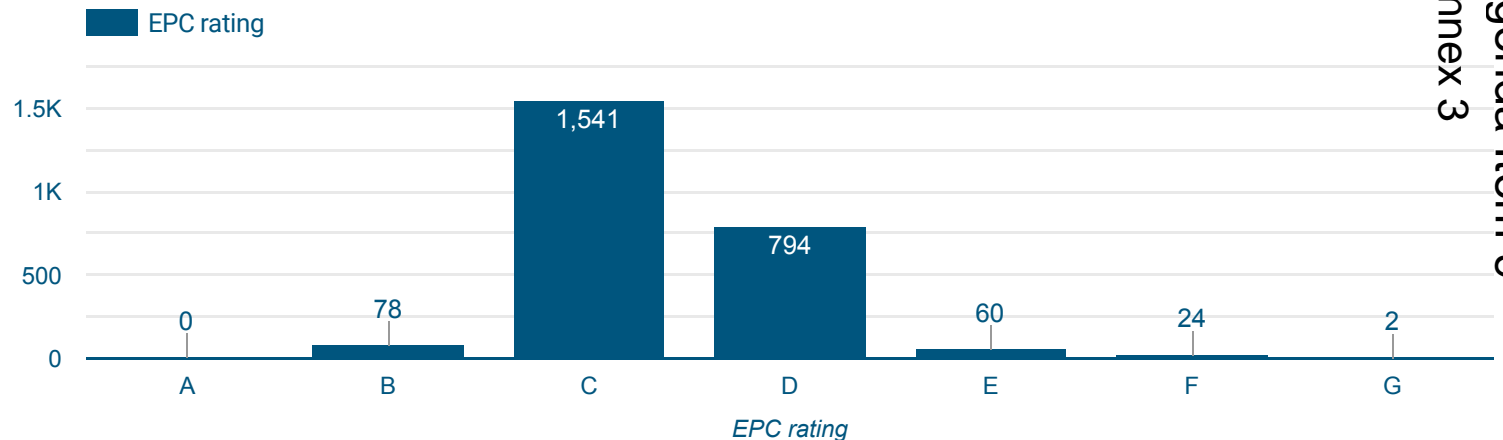
% meet decent homes standard

Currently No Data

Capital Spend 2023/24

	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Percentage of capital programme spent	4.83% Actual			
£ Total capital programme spent	£321,808 Actual			

Current EPC rating



Income / Arrears - Q1 - Apr May Jun 2023/24

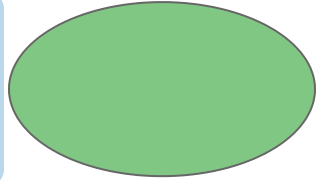
Key questions

- What are the current tenant arrears?
- How has this changed from previous period?
- How has this changed from this time last year?
- Have usual behavioural trends affected our performance?
- How much former tenant arrears have been written off?

TLS's strategic goals and values

- Reduce current tenant arrears and leasehold service charge arrears
- Working with tenants and leaseholders to clear debt in an affordable way
- To reduce debt by avoiding court action where possible
- To give residents access to benefit and money advice
- To help residents access additional funding in times of crisis

Overall RAG



Q1 Commentary

- Current rent arrears for the period are 4.31%
- This is an improvement of 0.48% from the previous period
- There has been an improvement of 0.98% from the same time last year.
- This has been achieved by:
 - The introduction of anyday direct debits, which gives us more security on payments
 - Essential court action and evictions have taken place
 - The officers are fully trained and confident with their duties in post
- £0 HouseHold Support Fund in Q1. We have achieved £6,000 worth of backdated benefits and DHP.
- No former tenant arrear have been written off this quarter.
- A review of the FTA policy and procedure has taken place. This has introduced a new step in locating previously untraceable former tenants.
- We expect to see an increase in arrears in Q2. This has been the usual trend as the bar chart demonstrates.

Q2 2022/23

% of projected rent
5.60%
↑ 0.31% last QTR

Q3 2022/23

% of projected rent
5.39%
↓ -0.21% last QTR

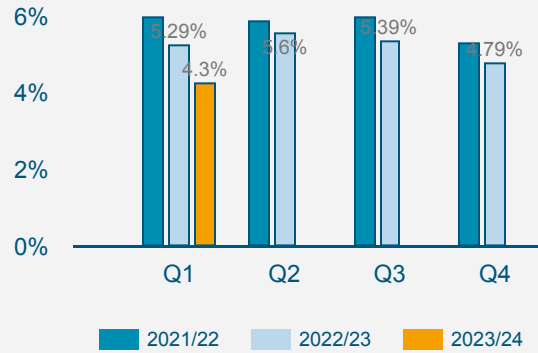
Q4 2022/23

% of projected rent
4.79%
↓ -0.60% last QTR

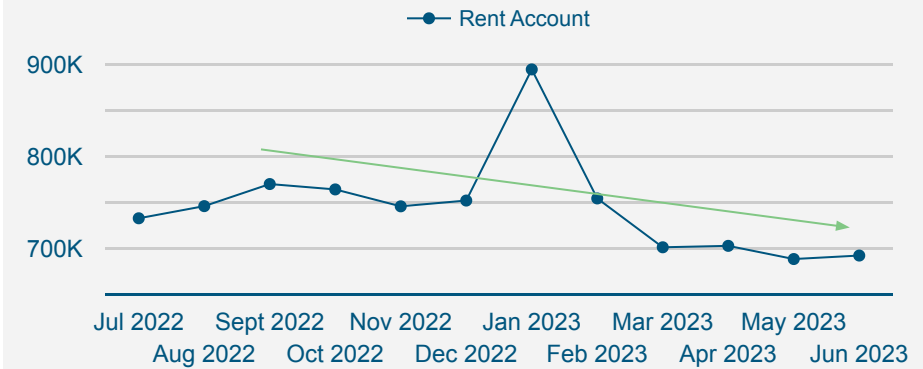
Q1 2023/24

% of projected rent
4.30%
↓ -0.49% last QTR

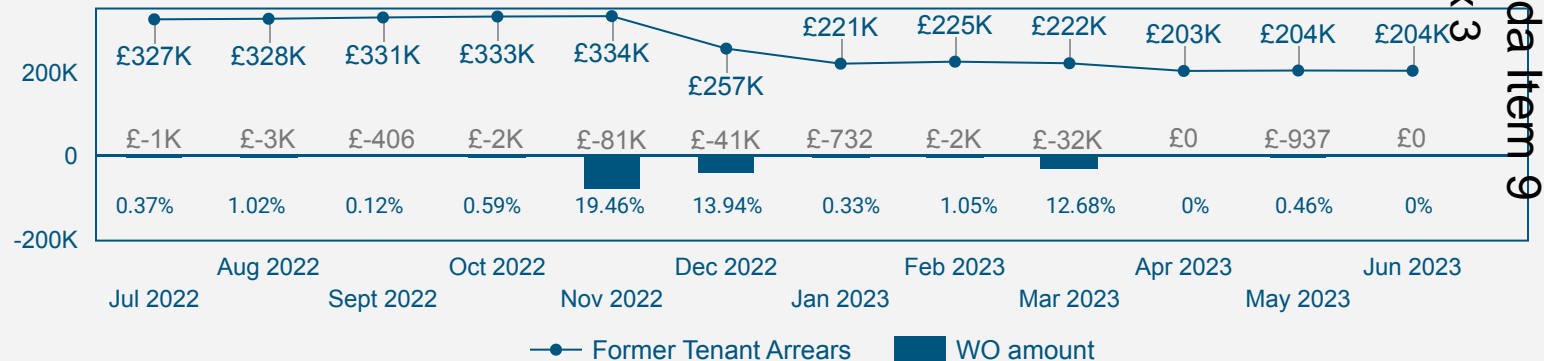
Arrears as a % of projected annual rent income



Current Tenant Arrears by Month



Former Tenant Arrears and Write Offs



Tower block refurbishment and retrofit- Q1 - Apr May Jun 2023/24

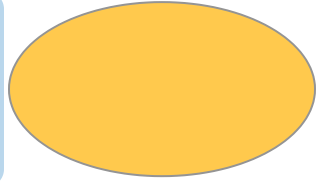
Key questions

- Are we meeting our budget forecast?
- How have we engaged with residents in this period?
- What are the key risks and challenges?
- What is the plan for next quarter?

TLS's strategic goals and values

- To reduce our greenhouse gas emissions and contribute to central governments Net Zero pledge.
- To improve fire safety and ensure compliance with building safety legislation.
- To improve internal comfort for residents and reduce energy usage.

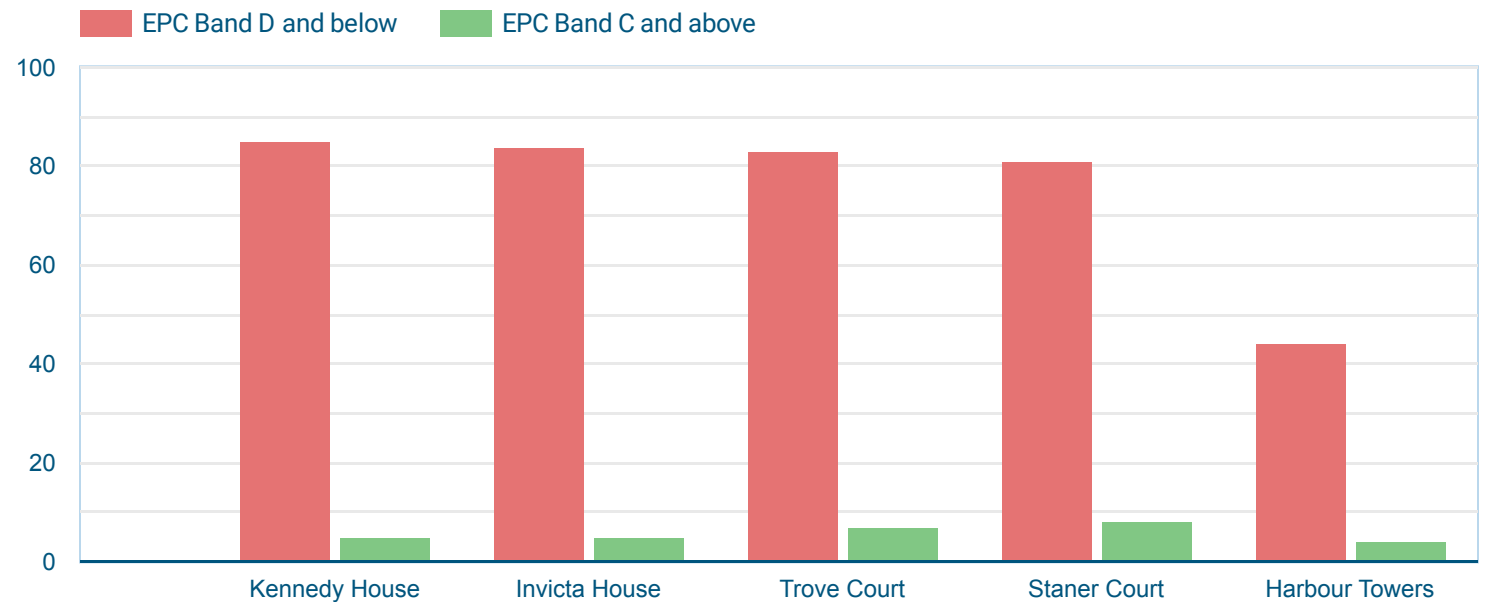
Overall RAG



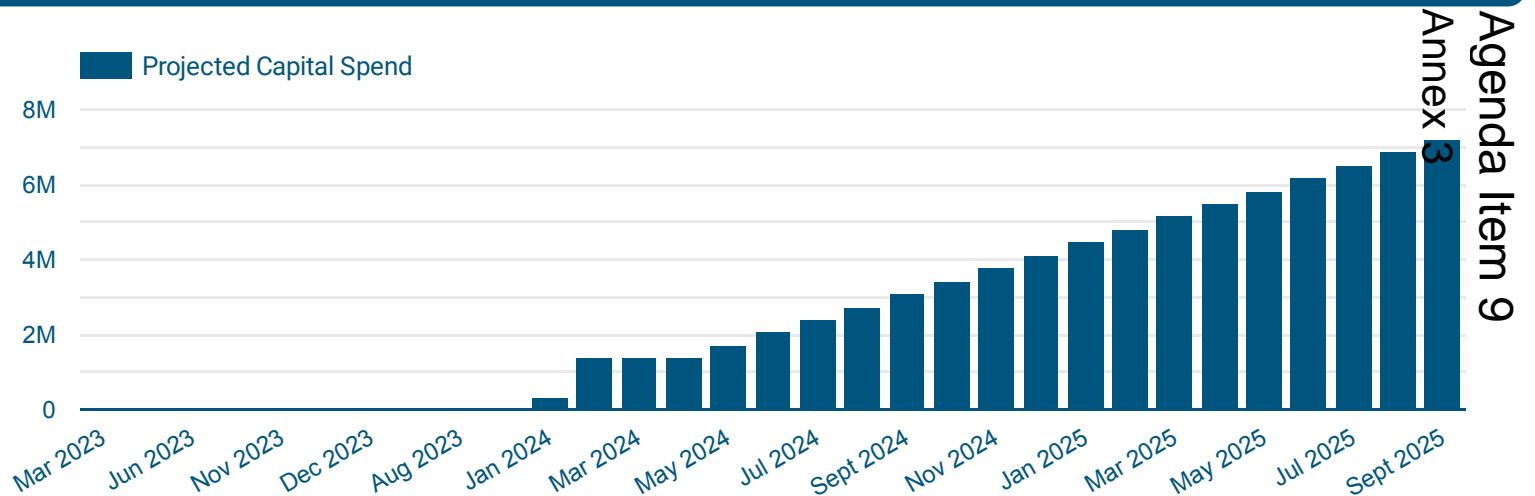
Commentary

1. Our budget forecast for Q1 is Zero. This is because we are in the design phase of the project and therefore do not expect capital spend.
2. 89% of properties have had the PAS2035 Retrofit Assessment. (This assessment is required to secure the funding, give a baseline of carbon emissions and feed into appropriate design of measures)
3. We are where we would expect to be with the design of measures and we are continuing to liaise with the architect to ensure progress on cladding design.
4. We are progressing the draft contract with Mears, this is slightly behind where we want to be but have a plan in place for Q2 to bring this back on track.
5. All tower blocks have communications equipment on their roofs. We have started negotiations with owners to remove the equipment while we carry out the roof works. This is posing a risk to this element of the programme as some equipment owners are not engaging as we would want. This issue could also come with a cost implication if TDC are responsible for the cost of temporary removal. We are working with other TDC departments to improve our position.
6. Our current ancillary spend up to July is £5653.74. This is due to be £100k more over the next coming months with invoices due.
7. Our plan for Q2:
 - Progress cladding designs & specifications for other elements (ie roof/ventilation/heaters)
 - Contact KCC to start discussions on road closures (only for Harbour Towers where the roads are narrow & residents double park).
 - First meeting of the resident focus group
 - Hold community partnership days on all sites
 - Continue to send monthly newsletter

Tower Blocks current EPC rating



Capital spend forecast



Annex 3
Agenda Item 9

Page 10 of 10

Mears - Responsive repairs - Q1 - Apr May Jun 2023/24

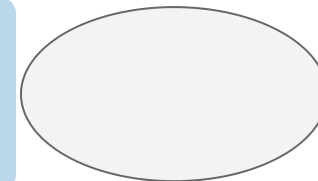
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups

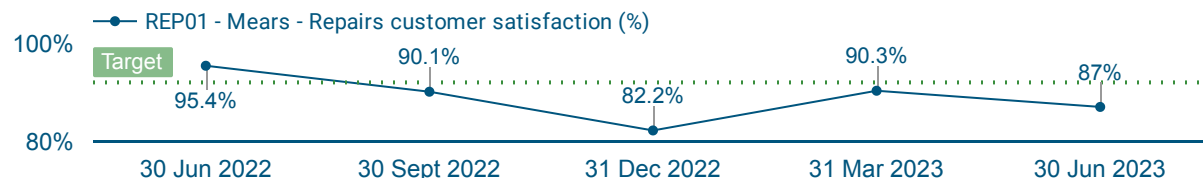
Overall RAG



Q1 Commentary

1. Steady demand resulted in a stable period of service. This is reflected in the positive indicators measuring repair completions and a reduction in the average days taken to complete non urgent repairs.
2. Current focus has been to analyse and reduce overdue order performance. Mears now produce data detailing their entire work in progress (WIP) which enables weekly checks on overdues and those approaching jeopardy.
3. Mears have significantly reduced and sustained WIP at ca.350 orders for a number of months evidencing control of demand and a reliable service.
4. Customer satisfaction remains steady averaging 87% for the period.
5. The budget position for responsive repair expenditure is on target with no forecast overspend.
6. Mears contract expires in March 2025. We have appointed a consultant to review our service and provide us with an options appraisal to help shape the procurement process.

Mears Customer Satisfaction



Mears Q1 Performance

% Emergency jobs completed on time (4/24hr)	% Urgent Jobs completed on time (7 days)	% Routine jobs completed on time (28days)	Average days to complete non-urgent works	% Appointments made and kept	% Work completed in one visit
99.66%	98.21%	96.35%	12.87 Days	96.83%	82.88%
↓ -0.34%	↓ -1.79%	↓ -1.7%	↓ -2.13	↑ 0.9%	↑ 2.88%
Target 100%	Target 100%	Target 98%	Target 15 days	Target 96%	Target 80%

Mears Quarter on Quarter comparison

QTR	Q2 2022/23	Q3 2022/23	Q4 2022/23	Q1 2023/24
REP01 - Mears - Repairs customer satisfaction (%)	90.1%	82.2%	90.3%	87%
REP02 - Mears - % Emergency job completed on time (4hr & 24hr)	100%	100%	99.84%	99.66%
REP03 - Mears - % Urgent Jobs completed on time (7 days)	97.02%	97.2%	96%	98.21%
REP04 - Mears - Routine jobs completed on time (28 days)	96.78%	92.86%	95.11%	96.35%
REP06 - Mears - % Appointments made and kept	97.15%	97.29%	96.2%	96.83%
REP07 - Mears - Repairs % Work completed in one visit	80.28%	79.58%	80.93%	82.88%

BSW - Gas repairs - Q1 - Apr May Jun 2023/24

Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups.

Overall RAG



Q1 Commentary

1. The contract with Gas Call came to an end in March 23. We awarded the new contract to BWS and they started working with us in April 2023.

2. As this is a contract with a new supplier, we have taken the decision to not compare BSW's KPI statistics with Gas Call's as the methodology for gathering the KPI differs.

3. The % volume of repairs completed within the timescale is recorded at 95%. It has been picked up that there have been some slippages on appointments and delays with completing follow on works. This has been evidenced by residents complaints.

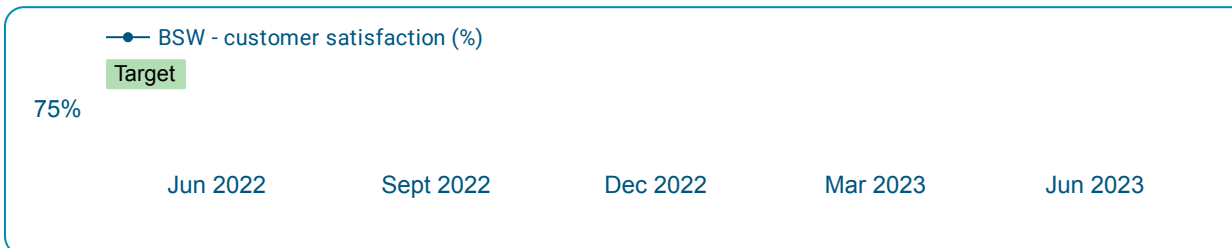
The issue is being closely monitored by the Senior Repairs Supervisor and it will be interesting to see if this has an impact on the Q2 statistic.

4. We have strong lines of communication with BSW but need to ensure we outline and embed our expectations at this early and critical stage of the contract.

5. BSW are working on providing Customer satisfaction data, this will be available in Q2.

6. The budget position for BSW at the end of Q1 is on target with no forecast overspend

BSW (Gas Call) Customer Satisfaction



BSW Q1 Performance



BSW Quarter on Quarter comparison

QTR	Q1 2023/24
BSW - customer satisfaction (%)	0%
BSW - The % volume of repairs completed within the timescales	95%
BSW - Repairs % Work completed in one visit	87%
BSW - % of number of appointments made by phone or letter that were kept	94%

Void properties - Q1 - Apr May Jun 2023/24

Key questions

- What is the average time taken from end of tenancy to new tenancy starting (key to key letting period)?
- How will we meet our target of 35 days for our key to key letting period?
- What is the average spend per void property?

TLS's strategic goals and values

- Reduce rent loss by improving key to key turn around times.
- Ensure homes meet our published Lettings Standard
- Ensure a good new tenant experience, supported by a relevant tenant information pack

Overall RAG



Q1 Commentary

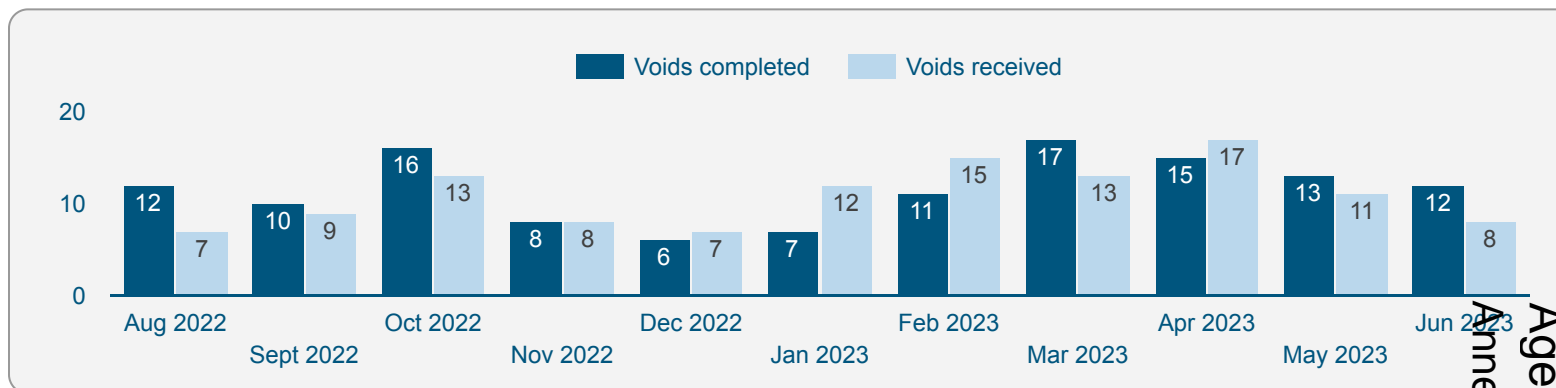
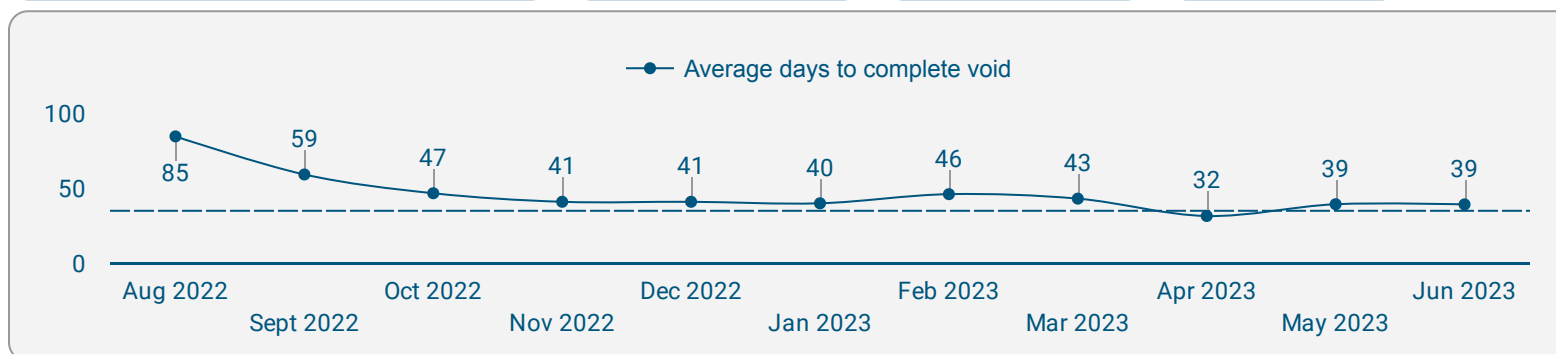
1. A '**void property**' is the period of time that a property is empty when a tenant hands back their keys, until a new tenant moves in.
2. Due to the low volume of minor voids our new report will show all voids as one KPI. This will simplify the reports going forward.
3. The table '*average days to complete void*' shows that our overall void performance has improved. This is due to:
 - Increased resourcing from our contractor
 - reduction in demand in June
4. Following on from award the gas servicing and repairs contract to BSW, we are experiencing good communication with BSW, linking into our voids service and operational meetings.
5. A majority of void properties are returned to us in poor condition. Our contractors are aware that this is now BAU and therefore will ensure they have adequate resource to cope with refurbishment type voids. This will help drive down our turn around time.
6. The average cost of voids is remaining steady at £9,000 and this is reflective of the refurbishment type voids that we are seeing
7. We have developed a new tenant hand book. This will be ready to be part of the new tenant pack by Q3.

1 Aug 2022 - 30 Jun 2023

Q1 voids completed
40

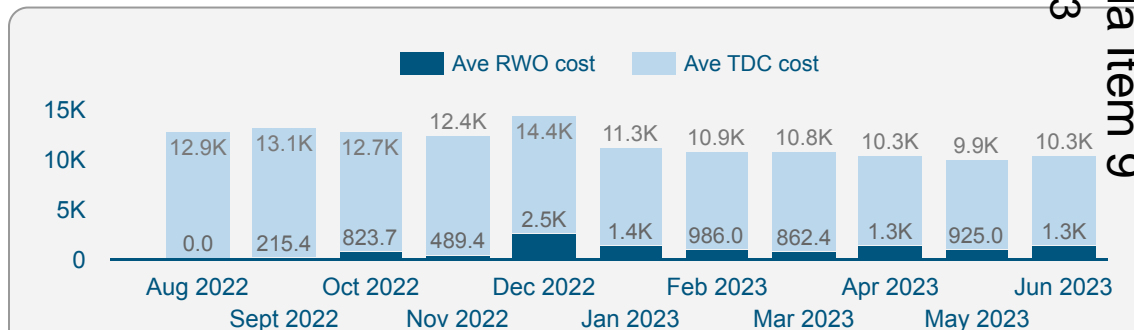
Q1 ave. void days
37

Q1 Lost Rent
£20,532



Ave TDC cost for period
£9K

Ave Tenant charge
£986



**Repairs Thanet District Council
 Tenant and Leaseholder Service
 Monthly Service Compliance Report**

Meeting:	Monthly Monitoring Report to Service Management Team
Date:	08/10/23
Monitoring Period	Quarter 2 2023/24
Author:	Claire Pryce (Building Safety and Compliance Manager)

TDC Housing Stock

Type	No.	Comments
Domestic	3045	
Communal	274	
Garages	354	
Garages block	34	Harbour Towers car park included here
Commercial	3	Under lease: Brunswick community Centre and Newington community Centre, Managed: Millmead Hall

Lifts

Compliance with written examination schemes for lift plant	14 (100%)
Number of Entrapments - month and year to date	3
Current Assets - lifts / stairlifts and changes in last month <i>Hoists belong to KCC</i>	<p>Stairlifts - 73 Non Compliant - 1 98.63% Compliant</p> <p>3 Stairlifts removed in period</p> <p>Through floor lifts - 17 Non Compliant - 1 94.12% Compliant</p>

Defects identified by insurer inspection - month and year to date	142 Defects identified on the last LOLER (Sept) 142 defects identified year to date
Outstanding Defect A and Defect B risk actions as identified in insurers reports	<p>Passenger lifts</p> <p>Defect A - 0 Defect B - 11</p> <p>All actions have been passed to the contractors and appointments are being monitored.</p> <p>Stairlifts</p> <p>Defect A - 0 Defect B - 3</p> <p>Through floor lifts</p> <p>Defect A - 0 Defect B - 3</p>
RIDDOR Notices issued in relation to lift safety	None

Water

Properties on the LRA Program	30 (2 of these are Community Halls)
Properties with a valid in date LRA as a number and overall percentage	30 100% Compliant
Number of follow up works / actions arising from risk assessments and inspections - completed / in time and overdue	<p>As at the end of Q2</p> <p>High Risk - 7 Medium - 16 Low - 0</p> <p>High Actions completed - 6 Medium actions completed - 8 Low actions completed - 2</p>
Progress with completion of follow up works - number of actions completed / in time / overdue	<p>23 overdue actions outstanding</p> <p>Works to continue to be booked in with Envirocure and Mears and phone calls and visits made to residents to try and gain access.</p> <p>2 x medium booked in for Oct</p>

Fire Risk Assessment

Properties on the FRA Programme	167 (2 of these are Community Halls and one communal car park)
Properties with a valid in date FRA. This is the level of compliance as a number and overall percentage	167 in date 100%
Follow up works - total number of actions (by priority) raised in period completed and outstanding - and time outstanding	68 new actions added in Quarter 2 Total actions = 238 <i>191 actions are overdue</i>
Narrative, including <ul style="list-style-type: none"> ● Current Position ● Corrective Action Required ● Anticipated impact of corrective action ● Progress with completion of follow up works 	<p>As of Q2 Total actions = 238 Overdue - 191 Current - 47</p> <p>Total 54 closed in Q2 <i>Total of 50 actions became overdue in Q2</i></p> <p>20 overdue with repairs 19 Door replacements/upgrades - doors on order or having access issues 1 Bin hopper replacement - Hopper currently on order (this is a different hopper from previous quarter)</p> <p>141 overdue with Planned 22 actions - To install Emergency Lights in blocks where they are not currently fitted - Final stage of S20 consultation to be completed following receipt of amended quotes. 24 actions - Fusible links to be installed on the base of Bin chutes where they are currently not fitted - Works booked in October 23 24 - actions - Bin chute hopper replacements which are currently on order 1 action - Requires a AOV to be fitted to a block Initial report received. Need to appoint a consultant and fire engineer to carry out design and specification. 70 actions - Relate to entire block door replacements - These will form part of the Main Fire door replacement programme contract, the specification has been completed and draft programme, due to the cost of this contract cabinet and full council approval is required due</p>

	<p>to the contract estimated to be around £4m.</p> <p>21 overdue with Housing These relate to scooters and resident storage issues that housing are trying to resolve.</p> <p>9 Overdue in Compliance 2 actions - Compartmentation inspections with loft spaces required, currently awaiting asbestos reports to be completed before these can commence. 4 - actions relating to fire alarm detection, orders raised for the installation of alarms to LD2 coverage. 3 - action issues with key access to cupboards - compliance officer arranging for keys to be located and cupboards inspected for any rubbish.</p> <p>Resourcing in the team has meant there has not been as much progress on these items as we would want.</p> <p>Third party auditing starting in October for FRA work post inspections.</p>
<p>Additional, including; Compliance with fire safety equipment, systems and installation servicing and maintenance programmes.</p>	<p>Fire Alarms - 29 - compliant 2 - Non Compliant One - Royal Crescent small block - new alarm system required, section 20 currently being carried out and Building Control Application submitted. One - Royal Crescent larger block - additional detectors installed but experiencing issues with access that would enable final sign off.</p> <p>note - 5 Tower blocks even though certificate states are non-compliant due to there not being enough sounders for evacuation policy, works are being undertaken to fit the mitigation alarms and sounders. This has been discussed with the Fire Risk Assessor and due to there being a waking watch in place - this mitigates the risk. So these will now be reported as being complaint.</p> <p>AOV - 100% Emergency Lighting - 100% Fire Extinguishers - 100%</p>

<ul style="list-style-type: none"> Recording and reporting on property fires to identify trends and target awareness campaigns. 	<p>No fires reported in Q2</p>
--	---------------------------------------

Asbestos

<p>Properties on the asbestos management / re-inspection programme</p>	<p>Domestic - 2938 Communal - 109 Community buildings - 2 Communal Garage blocks - 34</p>
<p>Properties with a valid in date survey / re-inspection. This is the level of compliance as a number and percentage</p>	<p>Domestic - 2126 - 71.75 % Communal - 109 100% Community buildings - 2 100% Garages Individual - 25 - 7.33%</p>
<p>Properties with an expired and has an out of date survey / re-inspection. This is the level of non compliance as a number and percentage</p>	<p>Properties requiring a survey - Domestic - 837 - 28.25% Communal - 0 Community buildings - 0 Garages Communal - 33 -100 % Individual Garage - 316 - 92.67%</p>
<p>The percentage of stock with full asbestos data</p>	<p>Domestic - 2126 - 71.75 % Communal - 109 100%</p>
<p>The number of follow up works / actions arising from surveys and the numbers 'completed,' 'in time' and 'overdue.'</p>	<p>Works domestic:</p> <p>7 - v low 3 - low 1 - Med 0 - High</p> <p>0- High action completed in Q2 3- Medium Actions completed in Q2 2- Low actions completed Q2 13- Very Low actions completed in Q2</p> <p>Communal -</p> <p>1 low risk action (Trove Court textured coating encapsulation 16th Floor stairwell) - works currently being programmed in.</p>

Electrical

Properties with a valid in date EICR	Communal - 98.74% Domestic - 97.67%
Properties with a valid in date EICR	2974
Properties with an expired and out of date EICR	Domestic - 71 Communal 2
<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action ● Progress with completion of follow up works 	<p>EICR completed Q2 - 119</p> <p>EICR that went overdue in Q2 - 18</p> <p>Further updates on non compliant properties:</p> <p>1 abandoned property NTQ served 13 arranging Force entries 37 Remedials with appointments or are progressing to force entry 20 Hoarding Properties - working with housing and residents 2 - void awaiting cert</p> <p>Weekly meetings with Mears, to ensure progress is being made</p>

Gas

Properties with a valid in date LGSR certification.	99.97% - End of Q2 Compliant
Properties with an expired out of date LGSR certification.	1 0.03%
Properties due to be serviced in the next 30 days. This is the early warning system	13 All have booked appointments and the forced entry process has started.
The number of follow up works / actions arising from any tests / inspections and the numbers completed, in time and overdue	12 follow on actions None are currently overdue.
<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action 	1 x non compliant property expired - due to hoarding we cannot complete the certificate.

<ul style="list-style-type: none">• Progress with completion of follow up works - number of actions completed, in time and overdue	<p>Currently progressing a legal case for an injunction to clear the property and enable vital works to be completed - awaiting court date</p> <p>We can provide the evidence that we have done everything reasonably practicable under regulation 39.</p>
--	--

This page is intentionally left blank

TDC COMPLIANCE METRICS

Date of Report: 08/10/23

Current Stock at the date of the report

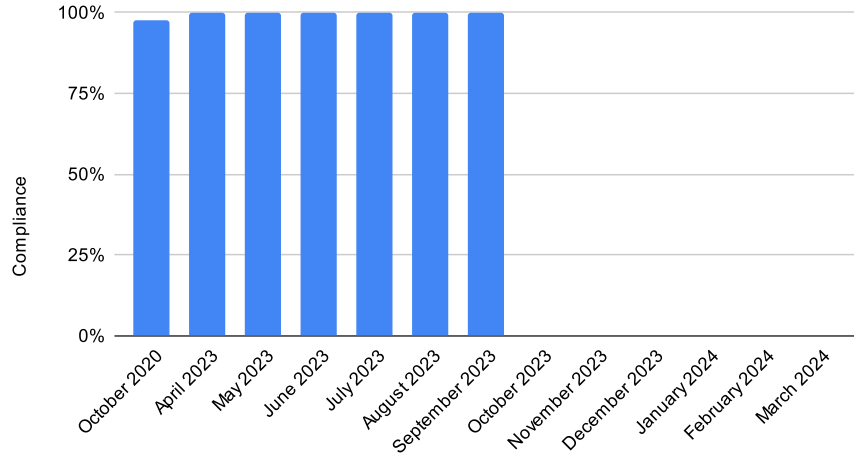
- Domestic rented units
- Residential Blocks
- Commercial
- Garage blocks

Compliance Regime	Total Stock/Blocks	Stock/Blocks Not Applicable to work stream	Stock/Blocks/Inst allations Applicable to work stream	Number Compliant	Number Non Compliant	Percentage	Comments
Lifts							
Lift Installations - Communal	x	x	14	14		100.00%	
Stairlifts			73	72		98.63%	
Through Floor Lifts			17	16		94.12%	
Outstanding Risks Identified			Passenger lifts	Stairlifts	Through floor		
Defect B			11	3	3		
Defect A			0	0	0		
			Total Identified risk	11	3	3	
Water							
Legionella Risk Assessments		244	30	30		100.00%	
Arising Items							
Low			0				
Medium			16				
High			7				
			Total identified risks	23			
Fire							
Fire Risks Assessments req. to be undertaken	278	111	167	167		100.00%	
Trivial Risks			2				
Tolerable Risks			2				
Moderate			163				
Substantial			0				
Intolerable			0				
In Review			0				
			Total identified risks	167			
FRA works			238	47	191	19.75%	
Fire Alarms	274	243	31	29	2	93.55%	4 tower blocks mitigation in place with waking watch
Emergency Lighting	274	151	123	123	0	100.00%	
AOVs	274	260	14	14	0	100.00%	
Asbestos							
Communal	274	165	109	109		100.00%	
Domestic	3045	82	2963	2126	837	71.75%	
Commercial	2	0	2	2	0	100.00%	
Garage - Communal	34	1	33	1	32	3.03%	
Garages - Individual	354	13	341	25	316	7.33%	
Electrical							
Electrical Installations - Communal	274		159	157	2	98.74%	
Electrical Installations - Domestic	3045		2974	71	71	97.67%	
Commercial	2		2	1	1	50.00%	
Garage - Communal	1		1	1	0	100.00%	
Gas							
Gas Safety Domestic	3045	257	2788	2787	1	99.96%	
			Programme Total	2787			

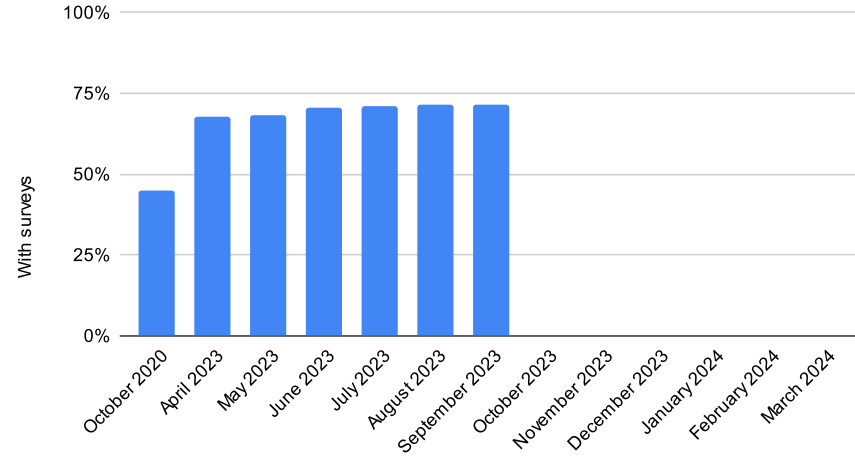
This page is intentionally left blank

Charts

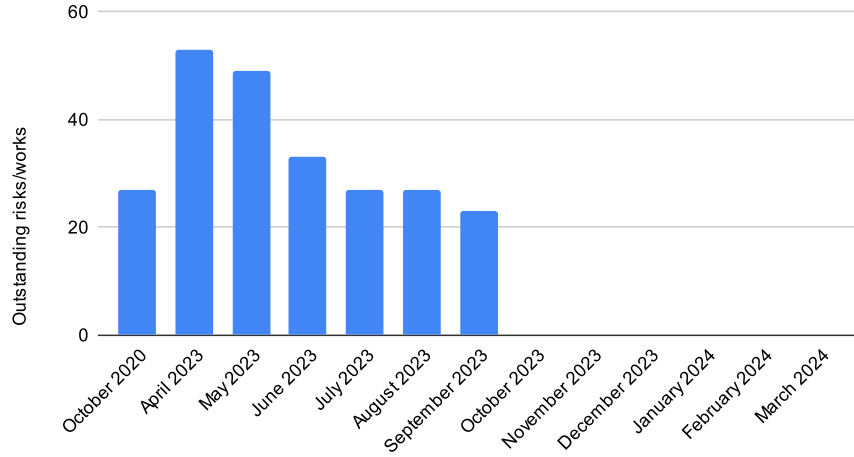
Communal Asbestos Surveys



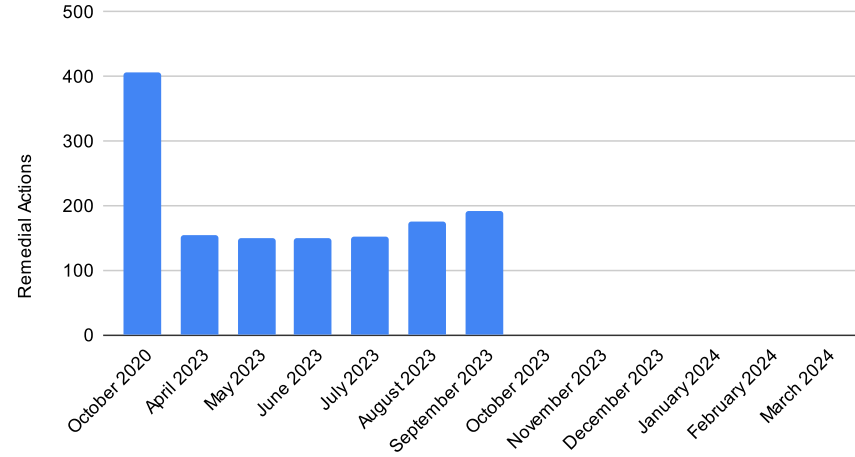
Domestic Properties with Asbestos Surveys



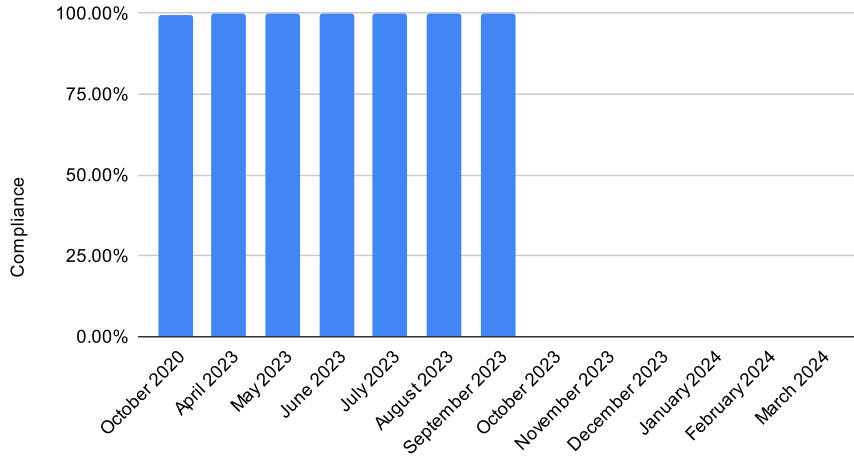
Legionella: Outstanding risks/works



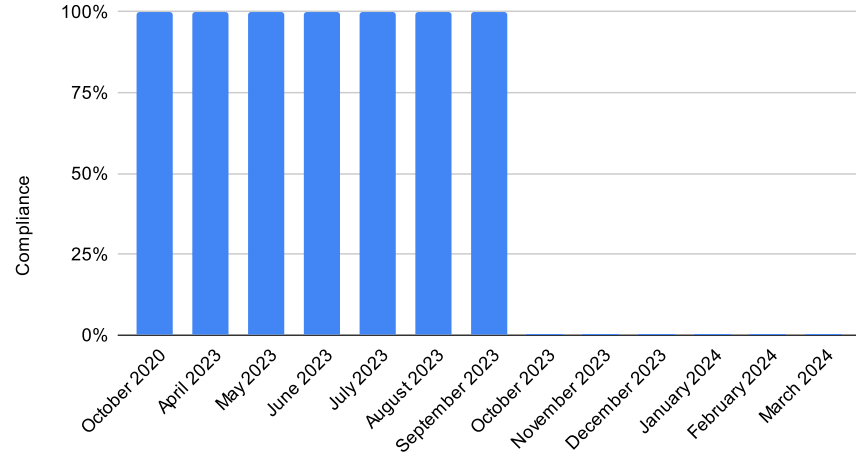
Fire Safety: Outstanding Remedial Actions



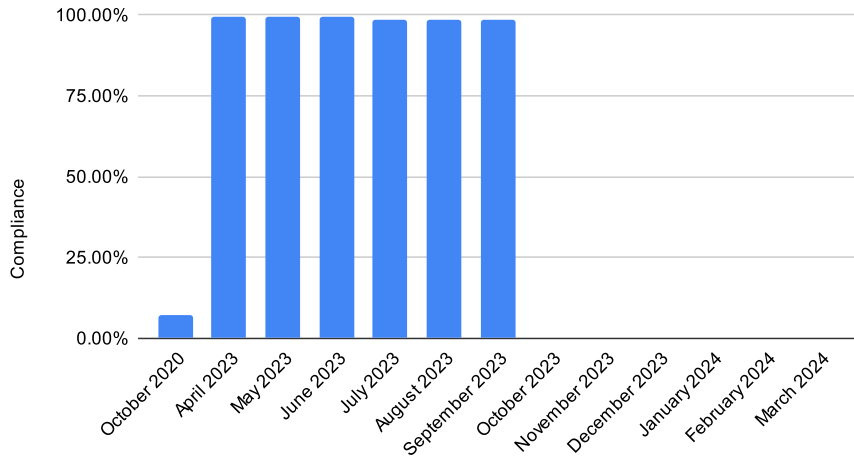
Properties with a valid Landlord Gas Safety



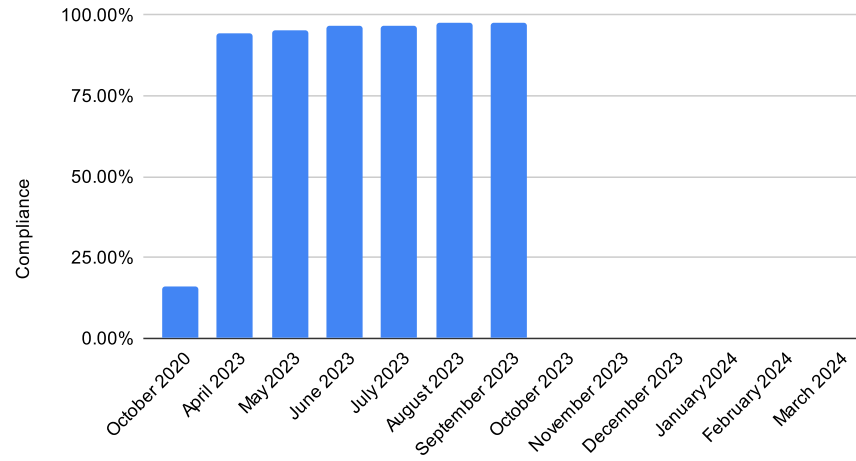
Lifts



Communal EICRs



Domestic EICRs



Mears - Responsive repairs - Q2 - Jul Aug Sep 2023/24

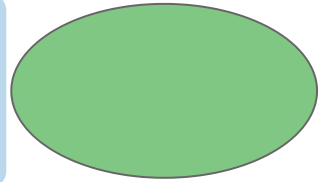
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups

Overall RAG



Q2 Commentary

1. Consistent demand has resulted in a period of service stability. Positive indicators such as appointment reliability and a marked reduction on average day routine repair completions underscores good performance.

2. Resident satisfaction returns remain positive (87%) signifying a sustained commitment to delivering quality service from MEARS.

3. 19% of repair orders were post inspected by our Maintenance Inspectors. The quality of works was completed to a good overall standard; supported by 86% of residents being satisfied with the overall quality of their recent repair over the period, which is a question we ask within our satisfaction survey.

4. Frequent meetings are held with MEARS to oversee outstanding orders, ensuring they are promptly scheduled for completion, and our residents are communicated with effectively.

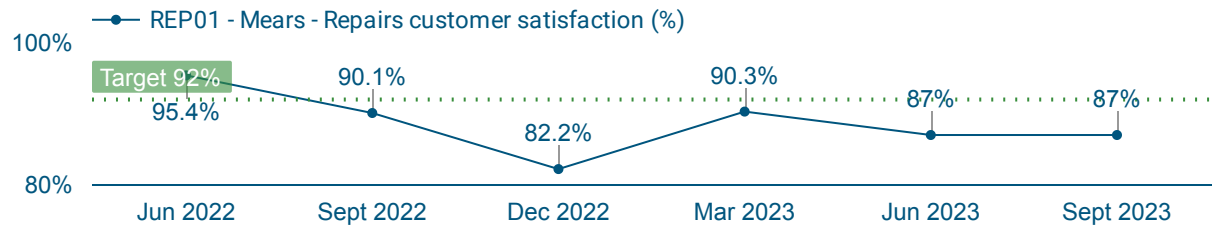
5. There were 9 claims related to disrepair issues over the period, via 'no win no fee solicitors'. Following a visit by our Maintenance Inspector, 6 of these claims were retracted by residents, as these were spurious in nature and able to be resolved during the visit. This proactive approach prevented the need for lengthy and expensive legal proceedings. Presently, our team is managing 8 ongoing claims, supported by TDC legal services.

6. Mears delivered a 'Green Space' project at their cost to a scheme in Margate as part of their corporate responsibility programme. This involved improving a communal area with new landscaping, fencing, brick walls, planters and picnic benches for residents to enjoy.

7. The budget position for responsive repair expenditure is on target with no forecast overspend.

8. Mears contract expires in March 2025. We have appointed a consultant to review our service and provide us with an options appraisal to help shape the procurement process.

Mears Customer Satisfaction



Mears Q2 Performance

% Emergency jobs completed on time (4/24hr)	% Urgent Jobs completed on time (7 days)	% Routine jobs completed on time (28days)	Average days to complete non-urgent works	% Appointments made and kept	% Work completed in one visit
99.34%	97.76%	97.92%	10.08 Days	98.03%	80.66%
↓ -0.66% Target 100%	↓ -2.24% Target 100%	↓ -0.1% Target 98%	↓ -4.92 Target 15 days	↑ 2.1% Target 96%	↑ 0.66% Target 80%

Mears Quarter on Quarter comparison

QTR	Q3 2022/23	Q4 2022/23	Q1 2023/24	Q2 2023/24
REP01 - Mears - Repairs customer satisfaction (%)	82.2%	90.3%	87%	87%
REP02 - Mears - % Emergency job completed on time (4hr & 24hr)	100%	99.84%	99.66%	99.34%
REP03 - Mears - % Urgent Jobs completed on time (7 days)	97.2%	96%	98.21%	97.76%
REP04 - Mears - Routine jobs completed on time (28 days)	92.86%	95.11%	96.35%	97.92%
REP06 - Mears - % Appointments made and kept	97.29%	96.2%	96.83%	98.03%
REP07 - Mears - Repairs % Work completed in one visit	79.58%	80.93%	82.88%	80.66%

BSW - Gas repairs - Q2 - Jul Aug Sep 2023/24

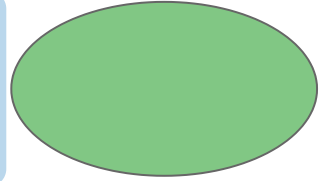
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups.

Overall RAG



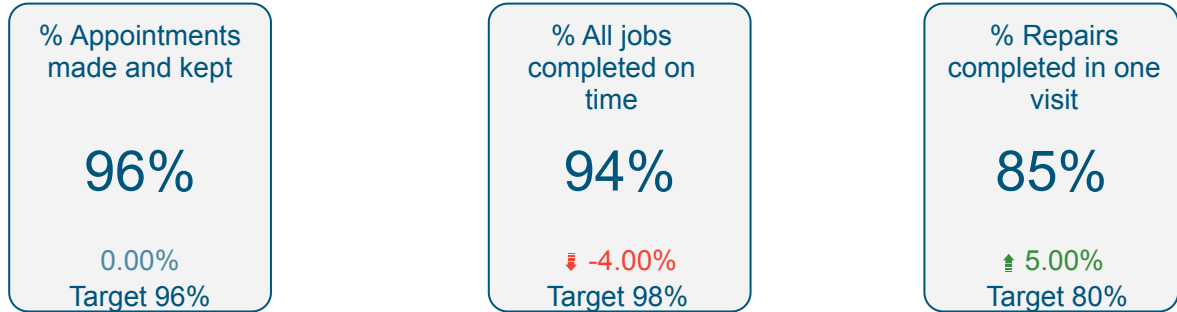
Q2 Commentary

1. We are now 6 months into the new contract with BSW achieving strong lines of communications on all service streams. This aligns with the high level of customer service expected of them.
2. BSW overcame some IT issues with their newly introduced dynamic scheduling system which affected Q2 performance. They are now providing a more reliable service platform, evidenced with a decrease in missed appointments & dissatisfaction reported to us by our residents.
3. BSW have taken on additional resourcing in preparation for the autumn heating switch on demand. We have also provided advice to our residents, via our autumn news letter, regarding testing their heating system before switch on and how to thaw a condensing pipe should there be a freeze and they wish to do this themselves.
4. BSW have commenced collating customer satisfaction data and this will be ready for Q3 reporting. The delay was due us prescribing a bespoke survey inline with Regulator recommendation which BSW took time to develop the software for.
5. The budget position for heating repairs at the end of Q2 is on target with no overspend forecast.

BSW (Gas Call) Customer Satisfaction



BSW Q1 Performance



BSW Quarter on Quarter comparison

QTR	Q1 2023/24	Q2 2023/24
BSW - customer satisfaction (%)	0%	0%
BSW - The % volume of repairs completed within the timescales	95%	94%
BSW - Repairs % Work completed in one visit	87%	85%
BSW - % of number of appointments made by phone or letter that were kept	94%	96%

Capital Programme - Q2 - Jul Aug Sep 2023/24

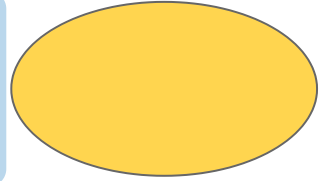
Key questions

- Are we forecast to spend 80% of the capital budget by the end of the financial year?
- Do we have the right contracts in place to spend the capital budget?
- What action are we taking on homes that do not meet Decent Homes Standard?

TLS's strategic goals and values

- 100% of homes meet the Decent Homes Standard
- To invest capital budget appropriately into our properties
- For all properties to be rated EPC C and above.

Overall RAG



Q2 Commentary

1. At the end of Q2 we have spent 16.8% of our Capital Budget. The main reason for this is many of our contracts are in procurement:

- * Pitched Roof Contract - due to be awarded in Q3 and mobilised in Q3.
- * Interim Kitchen & Bathroom Procurement - awarded in Q2 to be mobilised in Q3
- * Delay to the award of the Full Kitchen & Bathroom Procurement is due to be awarded in Q3 with mobilisation to follow in Q3.
- * Delay in Invicta Lift Refurbishment Procurement is due to be awarded in Q3. Mobilisation in Q3 and works to start on site Q1 2024/25.

2. Further works due to be awarded early Q3 for mobilisation in Q3 include:

- * Emergency wooden window replacement
- * Structural works to 2 x council residential properties
- * Replacement of balconies to 1 x block

3. External decoration work will commence in Q3 through the Mears contract. Mears are using local contractor, Thanet Decorators, to complete works.

4. Royal Crescent procurement campaign was void. Will need to go out to procurement again.

5. There are currently 545 properties without an EPC. The programme recommended in Q2 to complete outstanding properties

6. The Q2 Decent Home Disrepair & Modern Facilities percentage that are decent is at 99.69%. We have now identified the three properties that are failing the decent homes standard and these are being inspected by our Project Surveyors to determine works required.

Q2 2023/24

% of Capital spend

16.8%

% properties with current EPC

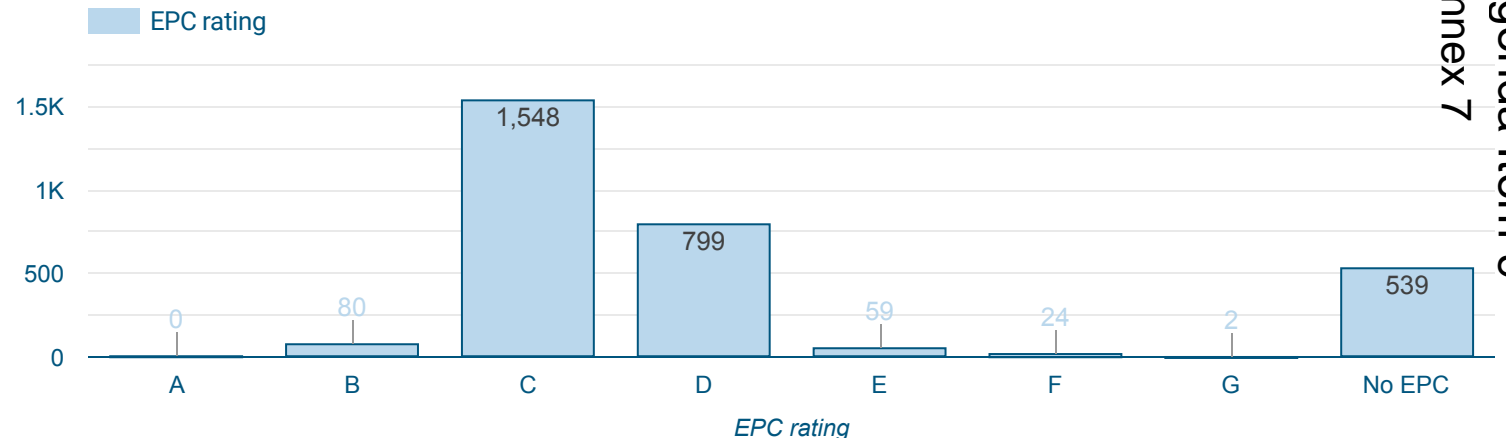
75.37%
Target 100%

% meet decent homes standard

99.69%

KPI	Quarter / Amount			
	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Percentage of capital programme spent	4.83%	16.8%	0%	0%
£ Total capital programme spent	321,808	1,292,879	0	0

Current EPC rating



Tower block refurbishment and retrofit- Q2 - Jul Aug Sep 2023/24

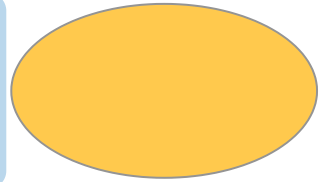
Key questions

- Are we meeting our budget forecast?
- How have we engaged with residents in this period?
- What are the key risks and challenges?
- What is the plan for next quarter?

TLS's strategic goals and values

- To reduce our greenhouse gas emissions and contribute to central governments Net Zero pledge.
- To improve fire safety and ensure compliance with building safety legislation.
- To improve internal comfort for residents and reduce energy usage.

Overall RAG



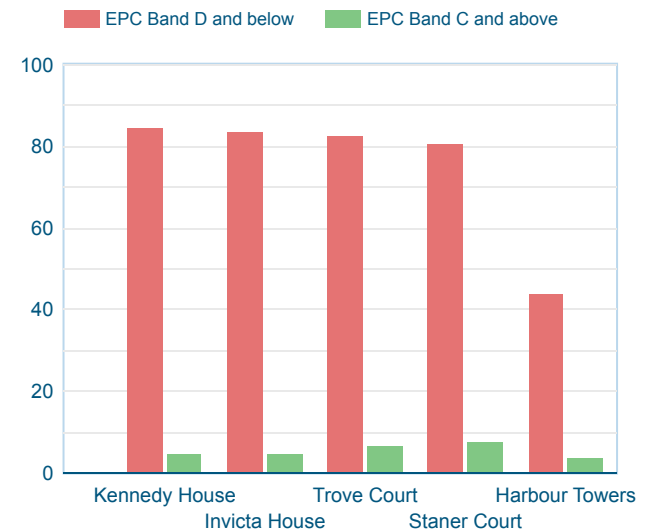
Commentary

1. Our budget forecast for Q2 is Zero. This is because we are in the design phase of the project and therefore do not expect capital spend. So far we have drawn down £176,000 of grant funding which went toward pre construction planning, project management and design.
 2. 89% of properties have had the PAS2035 Retrofit Assessment. (This assessment is required to secure the funding, give a baseline of carbon emissions and feed into appropriate design of measures)
 3. Attended a workshop with the project core group and achieved progress on design and material choices for facade.
 4. Preparing the colour palates, surveys and publicity for resident consultation, due to take place in Oct 23. The aim of the consultation is for residents to choose the design and colour of their tower block facade and to allow further opportunity for questions and information sharing
 5. The Pre Contract Service Agreement for Mears has been drafted and is in review.
 6. All tower blocks have communications equipment on their roofs. This presented a risk to roofing works within this programme in Q1. This risk has significantly reduced following engagement with each company responsible for plant on the roof.
- Our plan for Q3:
- Carry out pull tests for new cladding system
 - Progress specifications for other elements (ie roof/ventilation/heaters).
 - Awaiting M&E and fire engineer to provide feedback to enable progress for this action.
 - complete the analysis on resident consultation to confirm the designs for the tower block facade
 - Prepare the planning application
 - Meeting with Building Control to ensure compliance with Gateway 2 (Building Safety Act 2022 requirement)

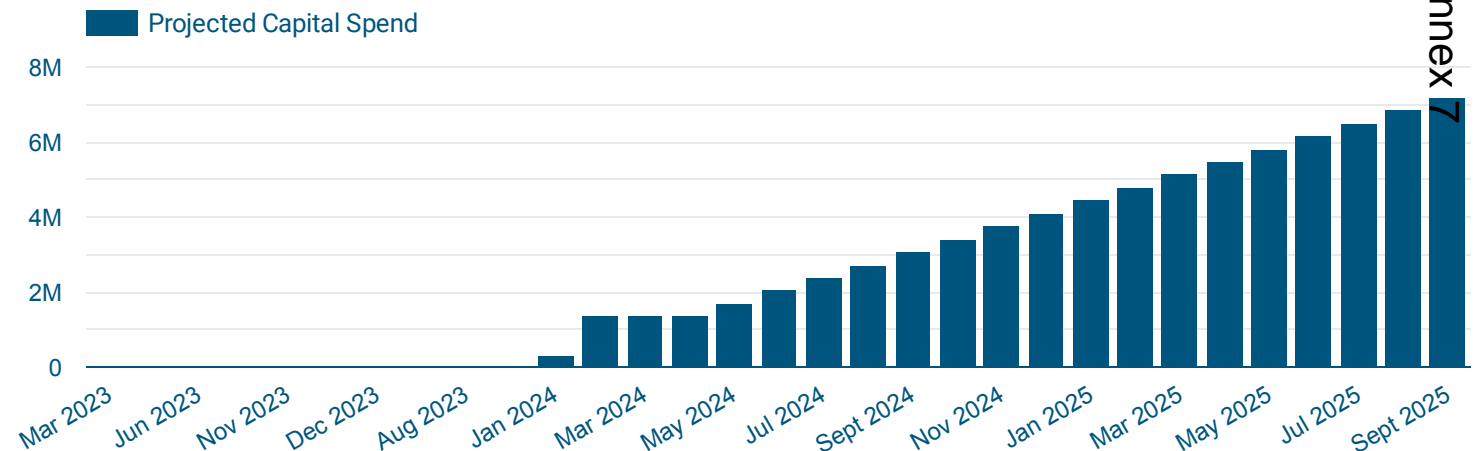
Page 183

Project milestones	Target	Status
a Project team established	31 May 2023	Complete
b Resident consultation	31 Oct 2023	In progress
c BSA Gateway 1 - planning & fire statement	28 Nov 2023	In progress
d Specification for internal measures approved	1 Dec 2023	In progress
e Design & Build Contract in place	15 Dec 2023	not started
f Completion of PAS2025 Retrofit assessments	22 Dec 2023	In progress
g Commencement of fire door installation - all blocks	No data	Not started
h Planning application approval	8 Jan 2024	In progress
i Building control: Gateway 2 - Building Control application.	12 Feb 2024	not started
j Completion of all design aspects	29 Mar 2024	In progress
k Construction Start	1 Apr 2024	Not started

Tower Blocks current EPC rating



Capital spend forecast



Annex 7
Agenda Item 9

Void properties - Q2 - Jul Aug Sep 2023/24

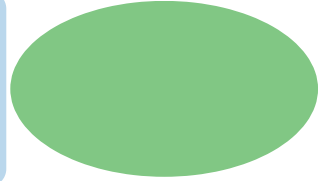
Key questions

- What is the average time taken from end of tenancy to new tenancy starting (key to key letting period)?
- How will we meet our target of 33 days for our key to key letting period?
- What is the average spend per void property?

TLS's strategic goals and values

- Reduce rent loss by improving key to key turn around times.
- Ensure homes meet our published Lettings Standard
- Ensure a good new tenant experience, supported by a relevant tenant information pack

Overall RAG



Q2 Commentary

1. The table 'average days to complete void' shows that our overall void performance has reduced significantly in Aug & Sept exceeding our target of 33 days. This is due to:

- Creation of a voids monitoring tracker which is scrutinised during weekly contractor meetings setting a relentless focus culture to drive down timeframes.
- Increased efficiencies and contractor resourcing to meet demand
- Relatively consistent demand over the period
- Properties are let without delay once works have been completed, without undue delay.

2. Demand has started to pick up in Sept. We expect this to continue due to seasonal trend and the introduction of a number of new build schemes over the next few months.

3. Mears have employed an additional chargehand to help maximise workforce productively & tighten-up quality control ensuring voids meet our void standard.

4. The majority of void properties are returned to us remain in poor condition. Our contractors are aware that this is now BAU and have profiled adequate resourcing to cope with refurbishment type voids. This has helped drive down our turn around time.

5. The average cost of voids has risen this period from £9k to 12.9k. This is due to 3 high cost voids requiring extensive refurbishment and damp treatments which has skewed the overall average cost.

6. We have developed a new tenant hand book. This will be ready to be part of the new tenant pack by Q3.

MonYear

Q2 Voids completed

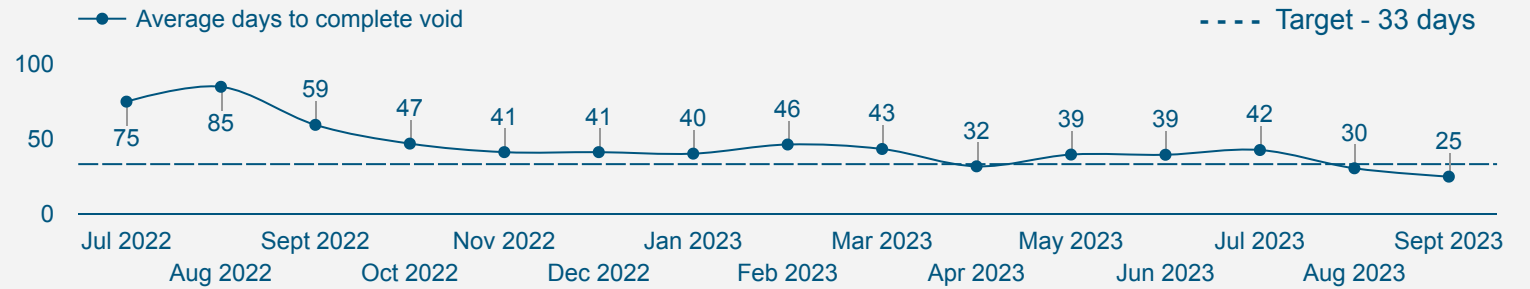
25

Q2 Ave. void days

32

Q2 Lost rent

£11,961



Ave TDC cost for period
12,911.75

Ave Tenant charge
979.43



Annex 7
Agenda Item 9

Page 103

Income / Arrears - Q2 - Jul Aug Sep 2023/24

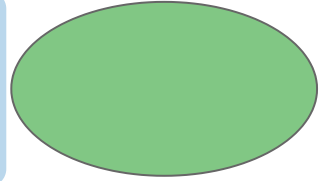
Key questions

- What are the current tenant arrears?
- How has this changed from previous period?
- How has this changed from this time last year?
- Have usual behavioural trends affected our performance?
- How much former tenant arrears have been written off?

TLS's strategic goals and values

- Reduce current tenant arrears and leasehold service charge arrears
- Working with tenants and leaseholders to clear debt in an affordable way
- To reduce debt by avoiding court action where possible
- To give residents access to benefit and money advice
- To help residents access additional funding in times of crisis

Overall RAG



Q2 Commentary

1. Current rent arrears for the period are 3.9%, an improvement of 0.4% from the previous period
2. There has been an improvement of 0.98% from the same time last year.
3. Usual seasonal trends show an increase in arrears in Q2, but this year they have reduced. We attribute this
 - *Consistent output by officers
 - * Continuation of higher performance with the new improvements that arrived in Q1
 - * Household Support Fund roll out has meant more stable financial environments.
4. We distributed £132,844 of HouseHold Support Fund to 144 households.
5. Achieved £6,062 worth of backdated benefits and DHP.
5. No former tenant arrear have been written off this quarter, due to capacity issues with long term absence in the team.

We usually experience an increase in arrears in Q3 (spike can be seen in 'Current Tenant arrears by Month' table for January 2023), a seasonal trend due the pressures of Christmas, heating costs increasing and the way payments hit accounts through the finance system. We aim to reduce the impact of this spike to less than the previous year by:

- * Taking the arrears figure before the Christmas break, rather than reporting a figure we know to be incorrect.
- * Using the remaining Household Support Fund to help struggling residents with heating costs
- * There is a big push on getting more payment agreements on Direct Debit. This is a more consistent payment method with less failures and is easier to identify a missed payment, allowing us to contact the resident quicker.

Q3 2022/23

% of projected rent
5.39%
↓ -0.21% last QTR

Q4 2022/23

% of projected rent
4.79%
↓ -0.60% last QTR

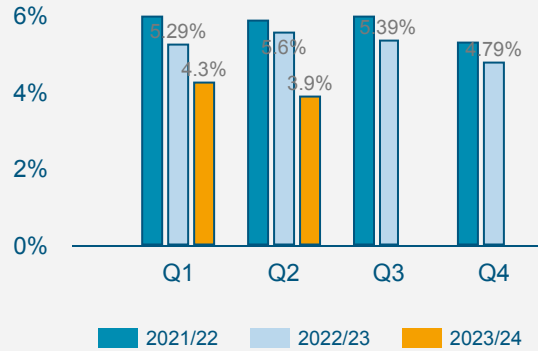
Q1 2023/24

% of projected rent
4.30%
↓ -0.49% last QTR

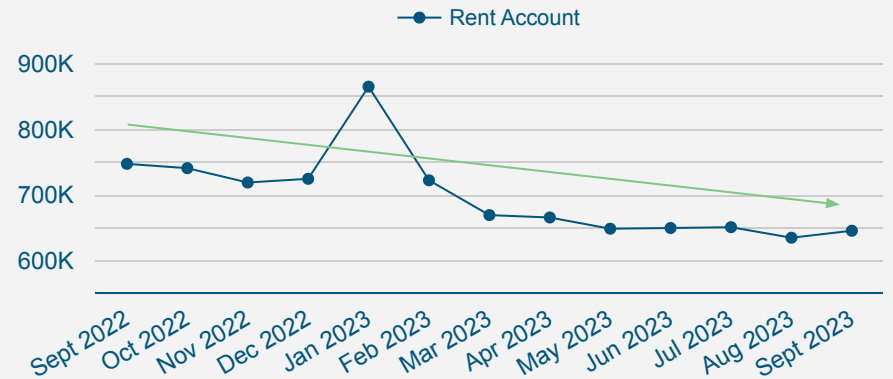
Q2 2023/24

% of projected rent
3.90%
↓ -0.40% last QTR

Arrears as a % of projected annual rent income



Current Tenant Arrears by Month



Former Tenant Arrears and Write Offs

